AMENDMENT OF SOLICITATION	1. CONTRACT ID COD N/A	DE	PAGE O	PAGES 90			
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE JUl 26, 2001	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT N		licable) 203	
6. ISSUED BY CODE		7. ADMINISTERED BY (If oth	ner than Item 6)	CODE			
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922 DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION					NTO		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, or	ounty, State and ZIP Code)		(✓) 9A. AMENDMEN	IT OF SOLICITA	ATION NO.		
			X	-01-R-0015			
			9B. DATED (SEE N/A	E ITEM 11)			
			10A. MODIFICAT NO. N/A	TION OF CONT	RACTS/OF	RDER	
			10B. DATED (SE	EE ITEM 13)			
CODE	FACILITY CODE		N/A				
11. THIS IT	EM ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS				
The above numbered solicitation is amended as set for tended.	orth in Item 14. The hour and d	ate specified for receipt of Offi	ers X is ext	ended, is	s not ex-		
Offers must acknowledge receipt of this amendment prior t	o the hour and date specified in	n the solicitation or as amende	d, by one of the following	ing methods:			
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which includent TO BE RECEIVED AT THE PLACE DESIGNATED FOR IN REJECTION OF YOUR OFFER. If by virtue of this amendal letter, provided each telegram or letter makes reference to	copies of the amendment; des a reference to the solicitati R THE RECEIPT OF OFFERS PR ment you desire to change an o the solicitation and this amend	(b) By acknowledging receipt on and amendment numbers. OR TO THE HOUR AND DATE offer already submitted, such c ment, and is received prior to the	of this amendment on FAILURE OF YOUR ACE SPECIFIED MAY RESUMANGE may be made by the opening hour and displayed.	each copy of t KNOWLEDG- JLT y telegram or ate specified.	he offer		
12. ACCOUNTING AND APPROPRIATION DATA (If require N/A		13 BELOW IS N/A.					
	APPLIES ONLY TO MO THE CONTRACT/ORE			S,			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS appropriation date, etc.) SET FORTH IN ITEM 14, PL	MODIFIED TO REFLECT THE AI JRSUANT TO THE AUTHORITY	OMINISTRATIVE CHANGES (s 'OF FAR 43.103(b).	such as changes in paying o	office,			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED	NTO PURSUANT TO AUTHOR	ITY OF:					
D. OTHER (Specify type of modification and authority) N/A							
E. IMPORTANT: Contractor is not, is required to sign this document and returncopies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ Child Development Center Fort Huachuca, Arizona NOTE: The Receipt of Proposals date has 3 Encl.		ding solicitation/contract subject ma	tter where feasible.)				
 Revised Pages: SF 1442, Front End (Page; 6, 7, 8, 85, 143, 144, 148 of 156), 00110-5, 00110-3, Attachment No. 3; Preaward Survey, 4;Subcontracting Plan, 5; Compliance Statement, 6; PreliminaryGeotechnical Report) Technical Specification Table of Contents, Index 01011,Section 01011(Pages;97,109,112,114,117,118,122,124,139,239), Section 01451, 01505-7 Revised Drawings: Sheet A1.0, C3.0 							
3. Attachment to Amendment No. 1: "For	intormation Unly"						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRACTING OFFICE	ER (Type or print	;)		
	T. =				T		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DA	TE SIGNED	
(Signature of person authorized to sign)		BY (Signatur	re of Contracting Office	r)			

SOLICITATION, OFFE	iR , 1.	SOLICITATION NO.	2. TYPE OF	SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
AND AWARD			SEALED BID (IFB)		26-Jun-2001	1 OF 156
(Construction, Alteration, or Repair)			X NEGO	ΓΙΑΤΕD <i>(RFP)</i>		1 01 130
IMPORTANT - The "offer" se	ection on th	e reverse must be fully	completed by offe	ror.		
4. CONTRACT NO.		5. REQUISITION/PU	RCHASE REQUES	ST .	6. PROJECT NO.	
		W62N6M11360207				
7. ISSUED BY	COE	DE DACA05	8. ADDRESS OFF	ER TO (If Other	Than Item 7)	CODE
DEPARTMENT OF THE ARM CORPS OF ENGINEERS, SA 1325 J STREET		0	See Item 7			
SACRAMENTO CA 95814-2	922					
TEL:	FAX:		TEL:		FAX:	
9. FOR INFORMATION CALL:	A. NAME			B. TELEPHONE N	NO. (Include area code)	(NO COLLECT CALLS)
			SOLICITATIO	N		
NOTE: In sealed bid soli	citations "	offer" and "offeror" n	nean "bid" and "	bidder".		
10. THE GOVERNMENT REC	QUIRES PEI	RFORMANCE OF THE W	ORK DESCRIBED	IN THESE DOCUM	MENTS (Title, identifying	no., date):
concrete foundation system deck supported by steel oper janitor room, toilet rooms, lated developmental areas. Supported it is a design/build project procurement. A technical arthe best advantage to the Greatmated Cost \$1,000,000	en web joists undry, staff of pring facilities, walks, par ; the offeror and cost propovernment. to \$5,000,00	and beams. The project in offices, storage areas, fends include utilities, electricating, information systems chosen will complete the losal will be required. Evaluation	includes child moduliced outdoor play are service, exterior lights, site improvements design and construction by the Gove	les, administrative a seas, play equipmer hting, fire protection and connection to at the facility. The astronoment will result in	areas, patron reception and structures, and sepon and alarm systems, heat the Energy Monitoring Conception and alarm systems, heat the Energy Monitoring Conception and a firm that refer to the conception of a firm that refer to the conception of a firm that refer to the conception and the conception of a firm that refer to the conception and the conception are conception.	rea, kitchen, parate ating and air ontrol System otiated epresents
11. The Contractor shall begin	-		ar days and comple		_ calendar days after re	ceiving
	·	performance period is X	, ال ال		FAR 52.211-10)
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PER (IF YES," indicate within how many calendar days after award in Ite				PATMENT	12B. CALENDA	H DAYS
X YES NO						
A. Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by15:00:00 (hour) local time8/16/01 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee X is, is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.						

Prescribed by FAR (48 CFR) 53.236-1(e)

CONTINUATION OF STANDARD FORM 1442

(1) IF THE OFFEROR IS A THE FOLLOWING:	A JOINT VENTURE, EAC	CH PARTICIPANT IN THE	E JOINT VENTURE MUST COMPLETE
Company Name	Signature	Title	_
Company Name	Signature	Title	
Company Name	Signature	Title	
NOTE: If a corporation must also be completed a CORPORATION AUTHORIZATION	and signed.		t Venture, the certificate belo
(name) named as a participant : (name) then (title) genuine; that said conti	in a Joint Venture of who signed said offer of said corpora ract was duly signed of its governing by	er on behalf of the of ation; that the signal, sealed and attests body; and that the co	corporation, was
	1)	Name of Corporation)	
	FY THAT THE INDIVIDU	(Secretary) F FULL NAME OF ALL PA JAL WHO SIGNED THE OF	ARTNERS BELOW. SIGNATURES BY FFER IN BLOCK 20B HAS THE
Name		Signature	
Name		Signature	
Name		Signature	

(3) IF THE OFFEROR IS A CORPORATION, THE OFFER SHALL BE SIGNED IN THE CORPORATE NAME FOLLOWED BY THE WORD "BY" AND THE SIGNATURE OF THE PERSON AUTHORIZED TO SIGN THE OFFER IN BLOCK 20B. PROVIDE PROOF THAT THE PERSON SIGNING FOR THE CORPORATION HAS THE AUTHORITY TO BIND THE CORPORATION BY COMPLETING THE FOLLOWING CERTIFICATE:

- 1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".
- 2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
- 3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
- 4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
- 5. EFARS 52.214-5000 APPARENT CLERICAL MISTAKES ARITHMETIC DISCREPANCIES (DEC 1995)--EFARS
- (a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
 - (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid/offer evaluation, the Government will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the total arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.
- 6. The Congress, in authorizing and funding this contract, has established certain cost limitations for the project. After reductions for solicitation costs, anticipated administration costs, and a prudent contingency allowance, currently about \$ 3,000,000.00 is available for this procurement. Proposals that exceed that indicated amount may not be considered.
- 7. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. The option shall be exercised at any time of award. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work

CLAUSES INCORPORATED BY FULL TEXT

SECTION 00100

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS AND EVALUATION CRITERIA FOR AWARD

52.0214-4581 INQUIRIES (JUL 2000)

Prospective offerors should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

- (1) For information related to ordering solicitation packages, amendments, the dates set for receipt of proposals, and for copies of the solicitation mailing list, please check our website at the following URL: http://ebs.spk.usace.army.mil If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842
- (2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: Mr. Rick Vredenburg

Telephone: (916) 557-5234

FAX: (916) 557-7854.

(3) All technical questions on the specifications or drawings must be submitted in writing using one of the following:

MAILING ADDRESS:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: Mr. Rick Vredenburg)
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: Mr. Rick Vredenburg

E-MAIL: rvredenburg@spk.usace.army.mil AND mshupp@spk.usace.army.mil .

- (4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for receipt of offers.
- (5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS/PROPOSALS (APR 1992)

Envelopes containing bids/offers must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACA05-01-R-0015 Offer Closing Date: **AUGUST 16, 2001** Offer Closing Time: 3:00 PM (LOCAL TIME)

ADDRESS ENVELOPES TO:

Department of the Army U.S. Army Engineer District, Sacramento Corps of Engineers ATTN: Contracting Division, Room 870 1325 J Street Sacramento CA 95814-2922

Handcarried bids/proposals must be delivered to:

Room 870, Contracting Division Plan Room, at the above address by the date and time stated above.

Bidders/Offerors are cautioned to allow sufficient time for submission of handcarried bids/proposals. Security measures have been employed which will require all bids/proposals to be scanned prior to being submitted to the plan room depository. These measures are considered to be necessary to insure the safety of our personnel.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Attachments, Preaward Survey). All offerors will complete and return the Preaward Survey as part of the Price/Cost proposal. In order to be determined to be responsible a prospective contractor must:

- a. Have adequate financial resources to perform the contract or the ability to obtain them.
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be **20 percent** of the bid price or **\$3,000,000.00**, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.
- 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
- (2) A recorded lien on real estate. The offeror will be required to provide-
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate

52.0211-4852 **DELETED**

For information regarding Performance Period, See Section 01505, Paragraph 1.21.

52.0211.4853 WORK DAYS AND HOURS (APR 1992)

The normal work days and hours for this project will be Monday through Friday, excluding federal holidays, from 7:00 a.m. to 4:00 p.m. Access to the work site may be restricted to these hours and days. Work during other than normal hours and days must be coordinated in advance with the Administrative Contracting Officer.

52.0236-4581 AVAILABILITY OF UTILITIES SERVICES (APR 1992)

All reasonably required amounts of water, electricity, , and other utilities essential to contract performance will be made available to the contractor at no cost to the contractor from existing systems, outlets and supplies. All temporary connections, outlets and distribution lines, as may be required, shall be installed, maintained and removed by the Contractor at Contractor's expense; removal shall be before final acceptance of the work by the Government. The Contractor shall carefully conserve any utilities furnished without charge.

52.0236-4584 CONTRACTOR-PROVIDED UTILITIES (APR 1992)

All utilities used in the performance of the work shall be furnished and paid for by the Contractor. The Contractor, at the Contractor's expense, and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines and the Contractor shall remove the same prior to final acceptance of the construction.

52.0236-4801 SALVAGE AND SCRAP GOVERNMENT PROPERTY (OCT 1993)

- (a) "Government property" means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.
- (b) "Salvage" means Government property in possession of a contractor, including subcontractors, that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.
- (c) "Scrap" means Government personal property that has no value except for its basic material content.
- (d) In accordance with FAR 45.505-8 the Contractor shall maintain records of all scrap and salvage generated from this contract. The Contractor's records shall contain the following information:
 - (1) Contract Number
- (2) Description of salvageable items or classification (material content) of scrap
 - (3) Quantity on hand
- (e) The Contractor shall provide final accounting and disposition recommendations of all Government property not consumed in performing this contract or delivered to the Government including salvage and scrap. The Government will review the Contractor's records and shall cause correction if the Government disagrees with the classification of items as salvage or scrap. The Contractor shall dispose of the items as directed by the Contracting Officer. Items designated as scrap (agreed to by the Contracting Officer) shall be retained by the Contractor; its disposition shall be the responsibility of the Contractor. See Specification Section 01505, paragraph entitled "Scrap Material". Items designated as salvageable items (agreed to by the Contracting Officer) shall be turned over to the Government.

#9	Address Factor 3, Management Approach – Subfactor 3b, Scheduling and Phasing of Major Design, Construction, and Closeout Activities
#10	Address Factor 4, Design Approach – Subfactor 4a, Sustainable Design/Green Building (including Appendix to Subfactor 4a)
#11	Address Factor 4, Design Approach – Subfactor 4b, Mechanical Design (including Appendix to Subfactor 4b)
#12	Address Factor 4, Design Approach – Subfactor 4c, Electrical Design (including Appendix to Subfactor 4c)
#13	Address Factor 4, Design Approach- Subfactor 4d, Outline Specifications
#14	Address Factor 5, Socio-Economic Considerations – Subfactor 5a, Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions
#15	Address Factor 5, Socio-Economic Considerations – Subfactor 5b, Small Disadvantaged Business Participation under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions

c. Detailed Submission Requirements

The detailed submission requirements for each subfactor of your technical proposal follow.

FACTOR 1, QUALIFICATIONS AND EXPERIENCE -

SUBFACTOR 1A, DESIGN EXPERIENCE

(1) Provide information in response to this subfactor on no more than 3 projects total (preferably procured by the design-build method) which best demonstrate the capability of the Offeror's proposed project Design Team to successfully complete the current acquisition. If the Offeror is proposing to self-perform the design effort for this procurement, provide information pertaining to the Offeror's experience. If the Offeror is proposing to subcontract the design effort for this procurement, provide information pertaining to the Offeror's proposed key subcontractor's experience.

Note: You may <u>not</u> submit 3 projects for the Offeror/prime plus another 3 projects for the key design subcontractor.

FACTOR 2: PAST PERFORMANCE

Subfactor 2a, Design Projects

Subfactor 2b, Construction Projects

FACTOR 3: MANAGEMENT APPROACH

Subfactor 3a, Project Organization and Management

Subfactor 3b, Scheduling and Phasing of Major Design and Construction Activities

FACTOR 4: DESIGN APPROACH

Subfactor 4a, Sustainable Design/Green Building

Subfactor 4b, Mechanical Design

Subfactor 4c, Electrical Design

Subfactor 4d, Outline Specifications

FACTOR 5: SOCIO-ECONOMIC CONSIDERATIONS

Subfactor 5a, Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions

Subfactor 5b, Small Disadvantaged Business Participation under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions

<u>IMPORTANT CLARIFICATION</u>: The Government is interested in "<u>what you did</u>" under the Experience factor. The Government is interested in "<u>how well you did it</u>" under the Past Performance factor.

b. Relative Importance of the Technical Evaluation Factors and Subfactors

Factor 1 is the most important. Factor 2 is slightly less important than Factor 1. Factors 3 and 4 are equally of equal importance but each is less important but less than Factor 2. Factor 5 is the least important factor.

The subfactors under each of the specific Factors 1, 2, 4, and 5 are equally important. The subfactors under Factor 3 are listed in descending order of importance.

6. GENERAL EVALUATION CRITERIA PERTAINING TO THE TECHNICAL EVALUATION FACTORS

a. The Offeror's conformance with the specified format and submission requirements will be considered during the technical evaluation. Failure to comply with the format and/or the submission requirements may be seen as indicative of the type of problems that could be expected during contract performance. Lack of conformance would therefore result in a higher risk assessment, in addition to any other impacts on the evaluation. Inaccurate or incomplete past performance data from the Offeror may result in a less than satisfactory past performance/risk-assessment rating. Substantial failure(s) and/or material omissions under any factor or subfactor may cause the technical proposal to be rejected as unacceptable, as the Government cannot make award based on a proposal that contains deficiencies.

00120-3 Encl. 1 to Amend. 0001

PREAWARD SURVEY OF PROSPECTIVE CONTRACTORS CONSTRUCTION CONTRACTS

It is the general policy of the Department of Defense that contracts shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulation (FAR).

No contract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of the FAR, Part 9.

Before making a determination of responsibility, the Contracting Officer shall have in his/her possession or obtain information sufficient to satisfy himself/herself that a prospective contractor currently meets the minimum FAR Part 9 standards.

In order to make the required determination and also to expedite the contract award, the following information must be submitted by the Contractor as directed (see Section 00100, SAACONS 52.0209-4501):

- A. COMPLETED CONTRACTOR EXPERIENCE DATA FORM WITH SUPPLEMENTAL SCHEDULES A-D (ATTACHED).
- B. LATEST FINANCIAL STATEMENTS. IF THE FINANCIAL STATEMENT IS MORE THAN 60 DAYS OLD, SUBMIT A CERTIFICATE STATING THAT THE FIRM'S FINANCIAL CONDITION IS SUBSTANTIALLY THE SAME, OR, IF NOT THE SAME, STATE THE CHANGES THAT HAVE TAKEN PLACE.
- C. PROVIDE LETTERS FROM BANKS OR OTHER FINANCIAL INSTITUTIONS WITH WHICH THE CONTRACTOR CONDUCTS BUSINESS. THE LETTERS SHOULD CONTAIN INFORMATION ABOUT YOUR FIRM'S ACCOUNTS, LOANS, LINES OF CREDIT, ETC., PROVIDING INFORMATION LEADING TO A DETERMINATION THAT YOUR FIRM IS "RESPONSIBILE" AS DEFINED IN THE FEDERAL ACQUISITION REGULATION, PART 9, "HAS THE FINANCIAL RESOURCES TO PERFORM THE CONTRACT OR THE ABILITY TO OBTAIN THEM". THE GOVT IS INTERESTED IN FINANCIAL STABILITY, TIMELY PAYMENTS, THE LENGTH AND NATURE OF THE RELATIONSHIP BETWEEN THE FIRM AND THE FINANCIAL INSTITUTION, ETC. WHICH REVEALS THE FIRM'S FINANCIAL ABILITY TO PERFORM THE CONTRACT. THE LETTERS SHOULD ALSO PROVIDE THE NAME AND TELEPHONE NUMBER OF THE BANK REPRESENTATIVE THE GOVERNMENT MAY CONTACT.

BE SURE TO INCLUDE IN YOUR PREAWARD SURVEY, INFORMATION ON ANY CONTRACTS YOU HAVE HAD WITH THE SACRAMENTO DISTRICT OR LOS ANGELES DISTRICT, CORPS OF ENGINEERS, WITHIN THE LAST 12 MONTHS.

THESE DOCUMENTS SHALL BE TREATED BY THE GOVERNMENT AS CONFIDENTIAL.

CONSTRUCTION CONTRACTOR EXPERIENCE DATA			OATE (Day, Manik, Year)						
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SCHEDULE A

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXISTING COMMITMENTS: (List below the construction projects your firm has under way on this date, including those on which you are presently low bidder but have not received an award.)

CONTRACT NUMBER

AND AMOUNT DESCRIPTION OF WORK FOR WHOM PERFORMED* COMPLETE SUBLET

^{*} PROVIDE NAME OF ORGANIZATION, POINT OF CONTACT AND TELEPHONE NUMBER FOR CONTACT.

SCHEDULE B

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXPERIENCE DATA: (List below the principal construction projects your firm has completed within the past six (6) years.)

PERCENT CONTRACT NO. AMOUNT DESCRIPTION/LOCATION CONTACT PERSON/PHONE NO SUBLET

SCHEDULE C

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

CONSTRUCTION AND/OR TECHNICAL EQUIPMENT: (List total equipment and facilities owned for performing the work and present status as to whether or not it is committed to existing contracts.)

YEARS OF PRESENT

QUANTITY DESCRIPTION

CONDITION

SERVICE STATUS

SCHEDULE D

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

TO BE COMPLETED IF PROPOSED MILITARY CONSTRUCTION CONTRACT EXCEEDS \$1,000,000.

A. Each contract awarded within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract:

B. Each contract awarded within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract:

- SAMPLE-

SUBCONTRACTING PLAN

SUBCONTRACTING PLAN SUBMITTED IN ACCORDANCE WITH PUBLIC LAW 95-507 (THE FOLLOWING FORMAT IS ESTABLISHED IN ACCORDANCE WITH FAR 52.219-9(d)(1) THROUGH (d)(11) AND INCLUDES THE REQUIRED STATUTORY ELEMENTS AS DESCRIBED IN FAR 19.704. IT ALSO INCLUDES ADDITIONAL REQUIREMENTS OF THE DFARS 219.704 AND AFARS 219.704. EVALUATION OF THE SUBCONTRACTING PLAN BY THE GOVERNMENT WILL BE AS PRESCRIBED IN FAR (AND ITS SUPPLEMENTS) 19.705.

DO NOT JUST ADDRESS THE FOLLOWING ISSUES IN SHORT; FOLLOW THE GUIDANCE OF FAR 52.219-9 IN ITS ENTIRETY. FOR EXAMPLE, PARAGRAPH 11 BELOW ASKS FOR A DISCUSSION OF RECORDS; THE PLAN SHOULD ADDRESS ALL RECORDS AS DESCRIBED IN FAR 52.219-9(d)(11)(i) THROUGH (vi).

IN ACCORDANCE WITH FAR 19.704 IF THE CONTRACT CONTAINS OPTIONS, THE CUMULATIVE VALUE OF THE BASIC CONTRACT AND ALL OPTIONS IS CONSIDERED IN DETERMINING WHETHER A SUBCONTRACTING PLAN IS NECESSARY. ONCE IT HAS BEEN DECIDED IF A PLAN IS NECESSARY, THE SUBCONTRACTING PLAN SHALL CONTAIN SEPARATE PARTS, ONE FOR THE BASIC CONTRACT AND ONE FOR EACH OPTION. IN OTHER WORDS, IT IS NECESSARY TO ADDRESS PLANNED SUBCONTRACTING DOLLARS AND PERCENTAGES OF TOTAL TO BE AWARDED TO SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL, HBCU/MIS, AND QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED SEPARATELY FOR THE BASIC CONTRACT PERIOD AND EACH OPTION YEAR. THEREFORE, PARAGRAPHS 1 AND 2 BELOW MUST BE PREPARED SEPARATELY FOR THE BASE YEAR AND EACH OPTION YEAR. ALL OTHER PARTS OF THE SUBCONTRACTING PLAN ONLY NEED TO BE ADDRESSED ONCE.

A SMALL DISADVANTAGED BUSINESS GOAL OF LESS THAN FIVE PERCENT MUST BE APPROVED TWO LEVELS ABOVE THE CONTRACTING OFFICER (DFARS 219.705-4).

PROJECT TITLE:	
RFP/IFB NO.:	CONTRACT NO.:
CONTRACTOR NAME:	
DIVISION:	
INDIVIDUAL COMPLETING THIS PLAN:	
TELEPHONE NO.:	

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs.

:	Small Business	9	ţ
:	HUBZone Small Business	9	b
	Small Disadvantaged Business	9	5

Women-Owned Small Business

Percentage Goals:

2. Statement of: (i) total dollars planned to be subcontracted, (ii) total dollars planned to be subcontracted to small business; (iii) total dollars planned to be subcontracted to HUBZone small business; (iv) total dollars planned to be subcontracted to small disadvantaged business; and (v) total dollars planned to be subcontracted to women-owned small business.

Total Cost of Prime Contract:	\$
Total Dollars to be Subcontracted	\$.8*
To Small Business	\$.8*:
To HUBZone Small Business	\$.8*:
To Small Disadvantaged Business	\$.8×;
To Women-Owned Small Business	\$ ક*

- NOTES: * Calculate percentage of Total Dollars to be Subcontracted to Total Cost of Prime Contract
 - ** Calculate subcontracted dollars to each group to Total Dollars to be Subcontracted, NOT TO Total Cost of Prime Contract.

PLANNED SUBCONTRACTING INCLUDES ALL PLANNED EXPENDITURES. TOTAL ESTIMATED COST TO SUBCONTRACTORS AND GOALS MUST BE ESTABLISHED EVEN IF THE CONTRACT IS OF THE INDEFINITE-DELIVERY TYPE.

SUBCONTRACTS AWARDED TO HUBZONE SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, WOMEN-OWNED SMALL BUSINESSES, HBCU/MIS, AND QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED COUNT TOWARD THE OVERALL SMALL BUSINESS GOAL. HBCU/MIS ARE COUNTED AS A SUBSET OF THE SMALL DISADVANTAGED GOAL. THE CORPS OF ENGINEERS HAS NOT BEEN ASSIGNED A SET GOAL FOR HUBZONE SMALL BUSINESS, HBCU/MIS OR QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED.

IN ACCORDANCE WITH DFARS 219.703, QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED THAT HAVE BEEN APPROVED BY THE COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED UNDER THE JAVITS-WAGNER-O'DAY (41 U.S.C. 46-48) ARE ELIGIBLE TO PARTICIPATE IN THE PROGRAM AS A RESULT OF 10 U.S.C. 2410d AND SECTION 9077 OF PUB. L. 102-396 AND SIMILAR SECTIONS IN SUBSEQUENT DEFENSE APPROPRIATIONS ACTS. UNDER THIS AUTHORITY SUBCONTRACTS AWARDED TO SUCH ENTITIES MAY BE COUNTED TOWARD THE PRIME CONTRACTOR=S SMALL BUSINESS SUBCONTRACTING GOAL.

3. A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to

- (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, (iv) women-owned small business concerns, (v) HBCUs and MIs, (vi) qualified nonprofit agencies for the blind and other severely disabled.
- 4. A statement of the method used in developing the proposed subcontracting goals for small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled
- 5. A description of the method used to identify potential sources for solicitation purposes to assure small, HUBZone small, small disadvantaged, women-owned small, HBCU and MI, and qualified nonprofit agencies for the blind and other severely disabled participation (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small disadvantaged, and women-owned small business trade associations).
- 6. A statement as to whether or not the offeror included indirect costs in establishing the subcontracting goals, and if so, a description of the method used to determine the proportionate share of indirect costs to be incurred with: (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, (iv) women-owned small business concerns, (v) HBCUs and MIs), and (vi) qualified nonprofit agencies for the blind and other severely disabled.
- 7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.

Name:
Title and Telephone Number:
Address:
City, State and Zip Code:
Duties (Attachment may be used).

Duties (Attachment may be used):

- 8. Describe the efforts the offeror will make to assure that small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled will have an equitable opportunity to complete for subcontractors under this contract.
- 9. I do herewith assure that this concern will include the clause at FAR 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts which offer further subcontracting opportunities and will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by this concern and in consonance with the FAR clause 52.219-9.

- 10. I also assure that this concern will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions of the forms, and (iv) ensure that the subcontractors under this contract agree to submit the required SF 294s and 295s. I assure that this concern will submit an SF 295 on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of Engineers supplemental instructions. I will not report Corps of Engineers projects through any other agency unless authorized by the Contracting Officer.
- 11. Provide a description of the types of records the offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan, including the establishment of source lists; and a description of its efforts to locate small business, HUBZone small business, small disadvantaged business, women-owned small business, HBCUs and Mis, and qualified nonprofit agencies for the blind and other severely disabled and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- a. Source lists (e.g., PASS), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled.
- b. Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, women-owned small business, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether small business concerns were solicited and if not, why not; (2) whether HUBZone small business concerns were solicited and if not, why not; (3) whether small disadvantaged business concerns were solicited and if not, why not; (4) whether women-owned small business concerns were solicited and if not, why not; (5) whether HBCUs and MIs were solicited and if not, why not; (6) whether qualified nonprofit agencies for the blind and other severely disabled were solicited and if not, why not; and (7) if applicable, the reason award was not made to a small business concern.
- d. Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, women-owned small business, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled sources.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or

division-wide annual plans need not comply with this requirement.

12. Discuss the extent to which the offeror has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan, in establishing realistic yet challenging goals and show evidence of ability to achieve the goals. Information addressing past performance on DoD contracts evidencing achievement of established subcontracting goals will be in the form of Standard Forms 294 and 295 (attach these to this plan). Offerors who have had no prior Department of Defense contracts from which to assess past performance will not be penalized. Those who have had prior DoD contracts must provide the SF 294s and 295s on past DoD contracts.

	(5	Signature)		
(Title	of	Corporate	Officer)	

COMPLIANCE STATEMENT

PROJECT LOCATION: NOTE: In the event of a conflict after award between the Government specifications and the technical proposal, the specifications shall govern unless the exception or deviation is listed below and the exception/deviation is accepted by the Government. If accepted by the Government, this compliance statement identifying the agreement between the Government and the contractor shall be incorporated into the resultant contract and shall constitute a binding agreement between the Government and the contractor. CERTIFICATION:	SOLICITATION NUMBER:		
agreement between the Government and the contractor. CERTIFICATION: I hereby certify that the proposal submitted in response to subject solicitation complies fully with the specifications and drawings with the exception of the following differences, deviations, or exceptions: Solicitation	PROJECT TITLE:		
In the event of a conflict after award between the Government specifications and the technical proposal, the specifications shall govern unless the exception or deviation is listed below and the exception/deviation is accepted by the Government. If accepted by the Government, this compliance statement identifying the agreement between the Government and the contractor shall be incorporated into the resultant contract and shall constitute a binding agreement between the Government and the contractor. CERTIFICATION: I hereby certify that the proposal submitted in response to subject solicitation complies fully with the specifications and drawings with the exception of the following differences, deviations, or exceptions: Solicitation	PROJECT LOCATION:		
and the technical proposal, the specifications shall govern unless the exception or deviation is listed below and the exception/deviation is accepted by the Government. If accepted by the Government, this compliance statement identifying the agreement between the Government and the contractor shall be incorporated into the resultant contract and shall constitute a binding agreement between the Government and the contractor. CERTIFICATION: I hereby certify that the proposal submitted in response to subject solicitation complies fully with the specifications and drawings with the exception of the following differences, deviations, or exceptions: Solicitation	NOTE:		
I hereby certify that the proposal submitted in response to subject solicitation complies fully with the specifications and drawings with the exception of the following differences, deviations, or exceptions: Solicitation	and the technical proposal exception or deviation is by the Government. If accidentifying the agreement incorporated into the resu	, the specifications shall govern listed below and the exception/de epted by the Government, this con between the Government and the co ltant contract and shall constitu	n unless the eviation is accepted mpliance statement ontractor shall be
solicitation complies fully with the specifications and drawings with the exception of the following differences, deviations, or exceptions: Solicitation		CERTIFICATION:	
	solicitation complies full	y with the specifications and dra	awings with the
Reference Explanation of Exceptions	Solicitation		
	Reference	Explanation of Exceptions	
IF NO DIFFERENCES, DEVIATIONS, OR EXCEPTIONS, SO STATE:	IF NO DIFFERENCES, DEVIATI	ONS, OR EXCEPTIONS, SO STATE:	
SIGNATURE:		SIGNATURE:	
FIRM:		FIRM:	
DATE:		DATE:	

NOTICE TO DESIGNER:

SUBJECT: Child Development Center, Fort Huachuca, Arizona, PN: 033323

- 1. The Geotechnical Report shall be used in conjunction with standard housing practices; the U.S. Army Corps of Engineers Technical Instructions, TI 809-04 SEISMIC DESIGN FOR BUILDINGS; Uniform Plumbing Code; AWWA Standards; and ASTM Standards to prepare the Contract Drawings and Specifications. If conflicts exist between the requirements of this report and the requirements of the related codes and standards, the more stringent requirements shall be used and specified. Geotechnical information for the area was obtained from exploration work performed for the Package Beverage Store (8 June, 1987) and for the Commissary (20 February, 1969), which border the project area on the northeast and east sides, respectively.
- 2. Although explorations have been conducted by the Government for projects in the vicinity of the Child Development Center, subsurface investigations have not been performed for this project. The Contractor is responsible for investigating subsurface soil conditions, including soil moisture and soil resistivity if ferrous piping will be used. The Contractor shall use the data determined by his own investigation to determine bearing capacity, footing design, settlement, utility installation, etc.
- 3. If you have any questions regarding the Preliminary Geotechnical Report or the earthwork and paving specifications, please contact the Soil Design Section, Geotechnical Branch, Sacramento District, Corps of Engineers (916) 557-7177, John Corey.
- 4. If you have any questions regarding the Portland cement concrete specifications, please contact the Soil Design Section, Geotechnical Branch, Sacramento District, Corps of Engineers (916) 557-7173, Karl Mai.

John A. Corey, P.E. Soil Design Section

Child Development Center

PN-033323

FORT HUACHUCA, ARIZONA

PRELIMINARY GEOTECHNICAL REPORT

February 2001

Prepared By:
Soil Design Section
GEOTECHNICAL BRANCH

U.S. ARMY ENGINEER DISTRICT, SACRAMENTO CORPS OF ENGINEERS

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Child Development Center

PN-033323

FORT HUACHUCA, ARIZONA

1. GENERAL INFORMATION:

- 1.1 Geology And Geomorphology: Fort Huachuca is located in southwestern Cochise County, Arizona, approximately 70 miles southeast of Tucson. The reservation extends from the crest of the Huachuca Mountains, elevation 2564 meters (8,406 feet), and descends to the San Pedro River, elevation 1128 m (3,700 feet). The base is situated at an elevation of approximately 1495 m (4,900 feet). The Huachuca Mountains are composed of limestones, shales, as well as quartzite, granite, quartz monzonite, and other volcanic rock types. The formations range in age from early Cambrian to late Cretaceous. Numerous guartz dikes run through the various rock formations. Although the bedrock nearest the cantonment area is very hard quartzite and quartz monzonite, most of the installation is founded on coalesced alluvial fan material sloping northeast to the San Pedro River. This fanglomerate consists of gravel, cobbles, and boulders in a matrix of red sandy clay or clayey sand. The deposits are very well compacted and partially cemented by carbonates. Graded deposits consisting of clays, silts, sands, gravels, and cobbles occur in old stream channels and only form a small percentage of the total subsurface material found on base. Quartzite, quartz monzonite, sandstone and agate are the predominant rock types found in the fanglomerate under the base.
- 1.2 <u>Seismic Activity</u>: The probability of earthquake occurrence and damage is moderate. The main seismic hazards in the area are earthquakes which originate as shock waves generated along active faults in the region. Earthquakes can produce primary seismic hazards such as ground acceleration and possible surface displacements. Secondary seismic hazards include liquefaction and landslides.

The soil materials at this project site are not susceptible to liquefaction or seismically induced settlements due to high density, high percentage of fines, poor gradation and low water contents.

1.3 <u>Climate</u>: Fort Huachuca has a moderate climate characterized by mild winters and warm summers. Precipitation is light during the winter months and snowfall is unusual. Summer thunder storms in July and August usually account for about 50 percent of the **annual average rainfall of 380 mm (15 inches)**. Winters are characterized by an average low of -4.4° C (24° F) with prevailing wind from the southwest at an average velocity of 5 knots. There is **no design frost penetration depth**. Average maximum summer temperatures range from 30° C to 33° C (86° F to 91° F). Summer temperatures

rarely exceed 36° C (96° F), except in June when temperatures of 37° C (99° F) are not uncommon. Relative humidities range from 25 to 35 percent except during the summer when humidities range from about 40 to 65 percent especially during the thunderstorm season. The design wind speed for Fort Huachuca is 120 km/h (75 mph).

1.3.1 Rainfall: The design rainfall intensity for Fort Huachuca is:

Event/ Intensity	2-Year	5-Year	10-Year	25-Year
Mm/hour	31	41	48	58
Inches/hour	1.2	1.6	1.9	2.3

2. PROJECT DESCRIPTION: The project includes of constructing a 1,430 m² (15,400 ft²) building to operate as a child development center. The proposed site is east of Hatfield Street and north of Healey Avenue.

3. SUBSURFACE CONDITIONS:

- 3.1 <u>General</u>: Backhoe excavations were performed for the Package Beverage Store, which is presently building 48, the Garden Shop. Exploration 4F-87-103 was located 37 m (120 ft) south and 12 m (40 ft) west of the southwest corner of building 25, Laundry Pick-Up. Exploration TT 69-10 was performed for the Commissary and was sited 98 m (320 ft) north and 127 m (415 ft) west of the northwest corner of building 45, the Laundry Facility. The two test pits were dug to 1.40 m (4-ft 7-in), and 3.1 (10 ft), respectively.
- 3.1.1 Materials: From the surface to about 0.92 m (3 ft), the soil is clayey sand to sandy clay with gravel and up to 25% of the total volume consisting of cobbles and boulders to 0.6 m maximum dimension. The fines are medium plastic. The coarse sand, gravel, cobbles and boulders are subrounded to subangular. The materials were moist. Gravelly sand is also present in some areas in the upper 0.6 to 0.9 m, which was indicated from logs of explorations for the Package Beverage Store. This surficial layer is most likely fill.

From 0.92 to 3.1 m deep, the material is clayey gravel with sand, cobbles and boulders, classified as GC. Up to 60% of the total volume of material consists of cobbles and boulders. These materials were very firm, cemented, and difficult to excavate; rippers had to be used on the bucket to penetrate from a depth of 2.1 to 3.1 m. The fines are medium to highly plastic and the materials were moist. Groundwater was not encountered when excavating for either of the two projects referenced.

- 3.1.2 Density and Excavatability: Materials could generally be excavated to a depth of 3.1 m with backhoe sized equipment. Boulders and the cemented condition of the soils make excavation very difficult below a depth of 1.2 to 1.5 m (4 to 5 ft). Earthwork specifications should emphasize that large excavators with rippers and/or jackhammers may be necessary to efficiently dig below depths of 1.2 m.
- 3.1.3 Soil Corrosivity: Soil corrosivity testing was not performed in the vicinity of the proposed construction. However testing performed elsewhere on the installation reveals that materials are severely corrosive at field water contents. All underground ferrous materials should be bituminous coated and double wrapped or cathodic protected. Connections of ferrous with copper or other dissimilar utility lines will cause high rates of corrosion. Consequently, these connections will not be allowed.
- **4. SEISMIC SITE CLASSIFICATION:** According to TI 809-04, SEISMIC DESIGN FOR BUILDINGS, all structures located within those regions of the USGS probabilistic maps for ground motion having values of short-period spectral acceleration, S_s , greater than 0.15g, or values of the one-second period spectral acceleration, S_1 , greater than 0.04g, shall be site classified. According to the TI, since the soils are very dense the site **class is C**.

5. PRELIMINARY DESIGN PARAMETERS:

5.1 <u>Onsite and Local Borrow Materials</u>: The following preliminary design parameters are provided for tentative designs on or against properly compacted locally obtained borrow materials with low plasticity fines:

Reference Soil	
Design Unit Weight, ?otal	20.42 kN/m³ (130 pcf)
Angle of Internal Friction, ø	33°
Coefficient of Active Earth Pressure, Ka	0.29
Coefficient of At-Rest Earth Pressure, K ₀	0.46
Coefficient of Passive Earth Pressure, Kp	3.39
Coefficient of Soil-Concrete Friction, µ	0.40
Modulus of Vertical Subgrade Reaction	61 kN/m²/mm
(225 psi/inch)	
Soaked California Bearing Ratio, CBR	15

6. FOUNDATION DESIGN: The structure may be adequately supported on shallow spread footings. Place footings at least 0.6 m below the existing grade. To preclude undesirable differential or total settlement of footings provide uniform support by over

excavating below footings. The near surface soils to a depth of 1 to 1.5 m may be highly plastic and expansive. Over excavate 0.6 to 1 m below footing inverts and waste this material. The width of the excavation at the base should be twice the footing width. Use select material for footing fill and backfill. Compact this material to 95% of maximum density as determined by ASTM D 1557, at plus or minus 2 percent of optimum moisture content.

The net allowable bearing capacity of 144 kPa (3,000 PSF) may be utilized. A one-third overstress may be allowed for temporary dynamic loading. In the civil drawings, provide a detail of the required over excavation and backfill beneath footings and slab on grade.

Foundation excavation, backfilling and footing construction should proceed expeditiously to minimize potential disturbance to the bearing soil. Foundation concrete should not be placed on loose soil, ponded water or debris. In the contract drawings, provide a minimum of one cross-section in each direction through building and site development area showing footing bearing elevations, fill/excavation limits, original ground elevations and finish floor elevation.

7. SLAB-ON-GRADE:

- 7.1 <u>General</u>: Except at stoops, the slab-on-grade shall be separated from footings with isolation joints (see details in the Sacramento District's Standard Details for Utilities, Foundations, Paving, and Railroads). Place the slab-on-grade on a sand cushion, on a vapor barrier, over a capillary water barrier, placed on a compacted subgrade. Use a 150 mm (6-inch) thick cushion of "sand" or "aggregate base course material" at locations where slabs-on-grade pass over footings or grade beams.
- 7.2 <u>Slabs-On-Grade</u>: The interior slab-on-grade shall be a minimum of 150 mm (6-inches) thick and shall be reinforced with deformed steel bars (do not show or specify welded wire fabric). The slab shall be constructed of 21 MPa (3,000 psi) concrete. Isolate the slab-on-grade from footings and make provisions so that minor expansion, contraction, and shrinkage as well as vertical movement may occur without damaging interior walls, floor surfaces, or finishes.
- 7.2.1 Sand Cushion and Vapor Barrier: The slab-on-grade shall be underlain with a vapor barrier. The vapor barrier shall consist of a 0.5-mm (20 mil) thick polyethylene sheet. The sheet shall be covered with a 75-mm (3-inch) "sand" cushion; do not place the slab directly on the polyethylene sheet. The vapor barrier sheet shall be placed on the compacted capillary water barrier.
 - 7.2.2 Capillary Water Barrier: The vapor barrier sheet shall be placed on a

capillary water barrier consisting of a 100-mm (4-inch) compacted layer of "capillary water barrier material". The capillary water barrier shall be compacted with an approved plate-type hand-operated vibratory compactor until no additional elevation changes occur on the surface of the barrier.

- 7.2.3 Compacted Subgrade: The capillary water barrier shall be constructed on a minimum 300 mm (12-inch) compacted "satisfactory material" subgrade. This subgrade shall be compacted to a minimum 95 percent of the ASTM D 1557 maximum dry density within 2 percent of the optimum water content.
- 7.2.4 Joints: Place joints at a maximum spacing of 4.5 meters (15 feet) with a maximum aspect (length to width) ratio of 1.25 to 1. Show a complete joint layout with details for all joints for the interior slab and any exterior sidewalks. Layout and details shall be prepared in accordance with the Sacramento District's Standard Details for Utilities, Foundations, Paving & Railroads and TM 5-809-2/AFM 88-3, Chapter 2.
- 7.3 <u>Insecticide Application</u>: To prevent insect infestation and the destruction of the vapor barrier sheet, all interior foundation and slab areas shall be treated with an insecticide as specified in Specification Section 02285 SOIL TREATMENT FOR SUBTERRANEAN TERMITE CONTROL. The soil treatment agent shall be applied in a continuous band around the interior of the foundation footings to the top of the compacted subgrade prior to the placement of the aggregate base course or vapor barrier polyethylene sheet.

8. VEHICULAR PAVEMENT:

Flexible Pavement: Asphaltic concrete for access driveways is based on a Design Index = 1, considering that traffic will be composed of mostly POV's with the occaisional 3, 4, or 5-axle truck. Using a CBR = 15, the following section is recommended:

Minimum	
Thickness(mm)	<u>Materials</u>
50	Asphaltic Concrete (AC-30)
150	Aggregate Base Course, Compacted to
	100%
100	Select Material, Compacted to 95%

9. SITE DEVELOPMENT AND GRADING:

9.1 <u>Site Development</u>: All footing and slab subgrades are to be approved by the Government prior to backfilling and "capillary barrier material" placement.

9.2 Grading: The grading plan shall conform to the following requirements:

Site Location	Requirement
Finished Floor Elevation	Place a minimum of 150 mm above adjacent finished grade elevation.
Within 2 Meters of the Addition Walls and Footings.	Slope at a minimum of 5 percent and a maximum of 1 vertical to 3 horizontal away from walls and footings.
Drainage Swales	Locate a minimum of 3 meters away from walls and footings.
Exterior Concrete Pavements and Slabs	Slope to drain at a minimum slope of 1%
Open Area Cut Banks	Maximum of 1.5 horizontal to 1 vertical
Concrete Gutters	Minimum slope of 0.5%

10. COMPACTION REQUIREMENTS: The degree of compaction shall be a percentage of the maximum dry density obtained according to ASTM D 1557. Compact to within plus or minus 2 percent of optimum:

Location	Depth Range	Minimum Percent of the Maximum Dry Density
Building Pads.	300 mm minimum, or full depth of fill.	95 percent
Backfill Under and Around Footings, Mats, and Slabs.	Full width and depth of backfill.	95 percent

11. CONSTRUCTION MATERIALS:

11.1 <u>Select Material</u>: Use select material when a sufficient quantity of satisfactory material is unavailable from required project excavation. Obtain select material from off-base sources. All select material should conform to the following and be free of organics, debris, or other potentially deleterious materials:

Sieve Size	Percent Passing
2-inch	100
No. 4	50-90
No. 200	5-35

Liquid Limit Less than 35. Plasticity index less than 12.

- 11.2 <u>Sand</u>: Sand used for the vapor barrier cushion shall consist of concrete fine aggregate as specified in ASTM C 33, paragraph 5 with a salt content of less than 0.1 percent by weight and a water content of not more than 7 percent as determined by ASTM D 2216.
- 11.3 <u>Capillary Water Barrier Material</u>: Capillary water barrier material shall consist of size no. 57 or 67 concrete coarse aggregate as specified in ASTM C 33. The material shall have an absorption of less than 3 percent when tested in accordance with ASTM C 127.
- 11.4 Aggregate Base Course Material: Aggregate base material shall have a 25-mm maximum size. The material shall consist of particles of uniform density and quality, shall have a percentage of wear not to exceed 40 percent after 500 revolutions when tested in accordance with ASTM C 131. All aggregate base course material shall be continuously graded to the limits shown:

<u>Sieve Size</u>	Percent by Weight Passing
25-mm	100
19-mm	90-100
No. 4	50-70
No. 8	35-55
No. 200	0-8

This gradation meets the requirement for Class-1 aggregate base course material, Section 303 of the Arizona Standard Specifications for Road and Bridge Construction.

11.5 <u>Bituminous Course Aggregate</u>: The aggregate gradation for asphalt concrete shall be as follows:

Sieve Size	Percent by Weight Passing
25-mm	100
19-mm	90-100
9.5-mm	70-85
No. 4	58-69
No. 8	40-51
No. 40	12-20
No. 200	2-5

This gradation meets the requirements of Section 406 of the Arizona Standard Specifications for Road and Bridge Construction for 19-mm mix without admixture. The material shall consist of particles of uniform density and quality, shall have a percentage of wear not to exceed 40 percent after 500 revolutions when tested in accordance with ASTM

C 131.

11.6 <u>Bituminous Concrete</u>: Asphalt concrete used for the bituminous course shall be AC-30. Stability and flow shall be determined in accordance with ASTM D 1559. The mixture shall meet the requirements of the following Table:

Test Property	50-Blow Compaction
Stability, minimum, pounds	1000
Flow, 1/100-inch units	8 minimum, 20 maximum
Voids total mix, percent	3-5
Voids filled with bitumen, percent	75-85
Application Temperature, degrees F	250-325

- 11.7 <u>Bituminous Tack Coat</u>: Anionic emulsified asphalt shall conform to ASTM D 977, **grade SS-1h**. Cationic emulsified asphalt shall conform to ASTM D 2397, **grade CSS-1h**. Apply emulsified asphalt at 0.05 to 0.15 gallons per square yard. The exact quantities are to be adjusted to meet field conditions and will be determined by the Contracting Officer. The application temperature is 70 to 140 degrees F.
- 11.8 <u>Bituminous Prime Coat</u>: Use **MC-70** asphalt applied at 0.20 to 0.45 gallons per square yard. The exact quantities are to be adjusted to meet field conditions and will be determined by the Contracting Officer. The application temperature is 105 to 175 degrees F.
- **12. EARTHWORK AND PAVING SPECIFICATIONS**: Reference the 2000 Q4 CEGSGuide Specifications for the following:
 - a. 02300, "EARTHWORK" for site grading.
 - b. 02315, "EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS"
- c. 02316, "EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITIES SYSTEMS"
- d. 02364, "TERMITICIDE TREATMENT MEASURES FOR SUBTERRANEAN TERMITE CONTROL"
 - e. 02722, "AGGREGATE BASE COURSE"
 - f. 02741, "HOT-MIX ASPHALT (HMA) FOR ROADS"

13. EXPLORATION AND TESTING PROGRAM: We recommend that three backhoe trench explorations be performed in the footprint area. Explore to refusal or 3 meters (10 feet) deep. Backhoe trenches will determine the quantity of oversized gravel, cobble, and boulder-sized materials that will require disposal, and provide materials for testing. Testing should include material classifications to determine the size and plasticity of the materials, and therefore what material is satisfactory for fill and backfill. Test pit excavation will also determine the excavatability of in-situ materials.

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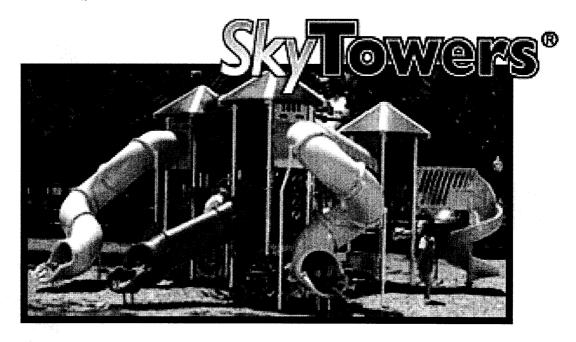
2.5.3 Plants, Mulch & Irrigation: Irrigation will be automatic and water efficient. Bubblers in shrub planter areas and pop-up spray in turf area are used to establish and maintain plantings with minimal maintenance and resource use.

Plant material shall be non-toxic species, thorn-free, non-allergen, free of fruits or berries and will not be prone to large limb breakage. Plant placement shall be such that the arrangement can not conceal a person from the site line of staff. Plants shall also be drought tolerant and be appropriate to Ft. Huachuca climate zone.

2.5.4 Site Furnishings: Site furnishings are NOT IN CONTRACT. will be used as functional accents to create visual interest throughout the project area. Site furnishings shall be constructed of Plastic Recycled Lumber.

Example of furnishing can be found at the end of the of section 2.5 of this specification. See plans for quantities and location of benches, Children's picnic tables, Adult picnic tables and trash receptacles. The two School Age play areas will receive one Turf-Shed which is currently Government owned and will be relocated by the Contractor.

2.5.5 PLAY EQUIPMENT



Play equipment shall be similar to or equal to the following:

Playworld Systems, Inc. www.playworldsystems.com

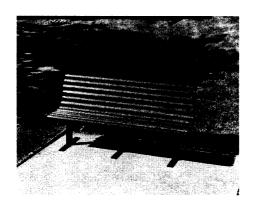
Site furnishings are NOT IN CONTRACT. shall be shall be similar to or equal to the following manufacturers arrangements, quality and age appropriateness.

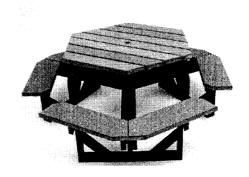
Plastic Lumber, Inc. www.plasticlumber.com





Example of Childrens Plastic Lumber Picnic Table Example of Trash Receptacle





Example of **Bench**

Example of Adult Plastic Lumber Picnic Table

2.6 Architectural

equipment such as a computer, cash register, intercom, etc. Base cabinet with key lock for three User-furnished VCRs.

- 2.6.5.5 Isolation Room: Blinds on interior windows.
- 2.6.5.6 Office: No special requirements.
- 2.6.5.7 Open Office: Built-in storage cabinets and space for files as shown on the Drawings.
- 2.6.5.8 Staff Toilet #1: Provide one wall mounted, stainless steel toilet tissue dispenser, and one toilet seat cover dispenser with a capacity of 200 seat covers. Toilet tissue dispenser shall have two rolls of tissue stacked vertically that shall be roller mounted on two support brackets. Brackets shall be stainless steel. Provide one semi-recessed, wall mounted, stainless steel, combination paper towel dispenser and disposal near lavatory. Dispenser/receptacle shall have a capacity of 400 sheets of C-fold, single-fold, or quarter-fold paper towels. Waste receptacle shall be designed to be locked in unit and removable for service. Locking mechanism shall be tumbler key lock. Waste receptacle shall have a capacity of 45.4 liters (12 gallons). Unit shall be fabricated of not less than 0.8 mm (0.030 inch) stainless steel welded construction with all exposed surfaces having a satin finish. Waste receptacle that accepts reusable liner standard for unit manufacturer shall be provided. Provide one soap dispenser for the lavatory. Soap dispenser shall be liquid type consisting of Type 304 stainless steel tank with holding capacity of .94 L (32 fluid ounces) with a corrosion-resistant all-purpose valve that dispenses liquid soaps. Provide a wall mounted glass mirror (minimum 508 mm \bar{x} 610 mm [20" \bar{x} 24"] over lavatory. Provide grab bar side and back of water closet per ADA and UFAS requirements. Provide tampon disposer.
- 2.6.5.9 Staff Toilet #2: Same as for Staff Toilet #1.
- 2.6.5.10 Lounge/Training Room: Counter with sink; cabinets; space and electrical
 circuit for owner-furnished microwave oven; built-in storage cabinets as
 shown on the Drawings.
- **2.6.5.11** Kitchen: Provide kitchen equipment according to the following schedule. Layout of equipment shall be in accordance with the drawings.

Item #	Quantity	Description		limete Depth	ers <u>Height</u>
1 N.I.C.	4	SHELVING, MOBILE Storage, Food Service Stainless Steel Specification: Mil-S-40144 Type II, Style 1 (wire construction), Grade A, 5-tier Size 12, w/Bumpers and Casters	1219	609	2032
2 N.I.C.	1	SHELVING, MOBILE Storage, Food Service Stainless Steel	914	457	2032

N.I.C. (NOT IN CONTRACT)

3	1	REFRIGERATOR, WALK-IN Prefabricated, Mechanical Commercial, Specification: MIL-R-43900 Unit to be insulated for -18°C and operate at Normal Temperature 2°C , 208V, 60HZ, 3 PH, 560 W, 3/4 HP Floorless design, Size 3, Style A, Type 1, Prefabricated Sectional, Walk-in cooled Remote Condenser	2286	1702	2590
4 N.I.C.	1	FREEZER, 3-SECTIONS Mechanically Refrigerated Commercial, Self-contained, Reach-In Specification: FED Spec AA-R-200 Electric, 208V, 60HZ, 1PH Type H, Size 1.84 cubic meters, Style 1, w/legs (Reach-In), Condensate Evaporator, Cord and Plug Set	2209	965	2159
5 N.I.C.	1	REFRIGERATOR, 2-SECTIONS Mech, Commercial, Self-Contained, Electric, Stainless Steel, Reach-In Specification: FED-AA-R-200 Electric, 115V, 60HZ, 1 PH, 249 w 1/3 HP, NEMA, 5-20P Plug, 8.7 Amps Type H, Size 1.27 cubic meters (Min), Style 1 w/legs (Reach-In), Condensate Evaporator, Cord and Plug set	1524	965	2159
6	1	SINK, 3-COMPARTMENTS Pot and Pan, Stainless Steel, 14 gauge, No. 3 or 4 Finish, 3 Compartments, Plus 152mm Grease Trough, w/Two Drain Boards Specification: Commercial 15 mm HW & CW, 45 mm Drain, W/Swing Faucets and Lever Drains, 1 Stain- less Steel Immersion Basket, Minimum Over- all Size Including Handles 508mm W x 508mm D x 304mm H, 6.35mm Mesh Basket, 762mm W X 660mm D X 406mm H Sink Compartments, Adjustable Bullet Feet, Connected Overflow 254mm Backsplash on rear and left side Connect Item #8 to sanitize Sink	ı	762	1066
7	1	EXHAUST HOOD, VAPOR Exhaust, Sink, Stainless Steel Specification: Built to order as per plan Electric motor per manuf. Requirements Install above the Pot and Pan Sink of Item #6, fully weld construction, high velocity slot for full perimeter of capture area, condensate gutter on all Sides, S/S Drains, Sloped Internal	W	914	457

accessories for vegetable slicer, used $\ensuremath{\text{w}}/$ item #19

19**N.I.C.** 2 MIXING MACHINE STAND

762 762 609

Mixer

Specification: MIL-T-2256

For 19 liter bench mixer, and dispenser milk w/undershelf, (used with item #18 and

item #31)

20 N.I.C	. 1	RACK, STORAGE Mixer bowls and attachments, mobile Specification: MIL-R-43870 2-shelves, w/casters	1397	762	1676
21 N.I.C	·· 2	FLAT TOP TABLE, CASTERS Food preparation, stainless steel Specification: MIL-T-2256 Type III, Size 5, class I, grade A, Style w/undershelf and casters	762 2,	762	914
22	1	SINK, 2-COMPARTMENTS Vegetable preparation, stainless steel, 14 gauge, No. 3 or 4 finish (15mm HW & CW connection, 45mm indirect waste connection funnel floor drain) Specification: Commercial 2-compartment, w/right hand drainboard w/s faucet and lever drain. Sink compartments will be 609mm W X 736mm D X 355mm H w/one stainless steel wire mesh basket 508mm W X 508mm D X 304mm H.	n to swing	863	863
23 N.I.C	7. 1	FLAT TOP TABLE, BULLET FEET Food preparation, stainless steel square e Specification: MIL-T-2256 Type 1, Size 1, Class 1, Grade A, Style 1, W/undershelf (square edge) Install Item #2 to table		762	863
24 N.I.C	·. 1	RACK, UTENSILS Table, kitchen utensils, stainless steel track attachment to table item #23 Specification: MIL-T-2256 size 1 (table mounted), (for type II, table food preparation), boat shaped w/continuous bar and center bar, (26 hooks), (use with item #23, mounted above the table)	.e,	558	965
25	1	OVEN, DOUBLE DECK baking and roasting, forced convection, gas (67 406 W Electric Motor 115V, 60HZ, 1 PH, 249 W, 2KW, Controls Specification: MIL-043679 Type II, Style 1, Model B, 2-speed blower 2-compartments, (Furnished to Operate on Natural Gas) Terminal box for permanent co Legs shall have lockable casters Gas hoses shall be flexible 1828 mm (6') long with fusible links	1016 onnecti		1981
26	1	RANGE Gas, commercial (38 099 W (130,000 BTU), NFPA #96, Supply 31.7 mm NPT	914	1066	914

NOMINAL

Electric (115V, 60HZ, 1Ph, 373W) Specification: commercial air velocity, measured 914mm above the floor will be 10 973 m/s (for personnel entrance ways and receiving doors, microswitch for automatic on/off, air curtains must cover complete width of the doors 40 PAPER TOWEL DISPENSER 41**N.I.C.**1 MICROWAVE OVEN 762 812 736 Electric (208V, 60Hz, 1PH), stainless steel Browns, bakes, broil, roast and microwaves, Settable Buttons, Automatic Cooking, Uses Standard metal pans, shall be used As a convection, microwave or combination oven.

AIR CURTAIN FLY CONTROL MACHINES

1 ICE MACHINE 750 600 850 Self-contained, stainless steel (electric, 208V, 60Hz) Water-cooled unit producing 110 lbs of half-cubes daily. W/6" adjustable legs.

43**N.I.C.**1

GRIDDLE

Electric, approx 609mm x 635mm
[24"x25"], stainless steel
full width grease trough
75mm [3"] backsplash

39

1

44

1 WALL CABINET
Stainless steel, approx.
3353mm long x 457mm high x 508mm deep
[11'x1'-6"x1'-8"], bottom
mounted 2134mm above floor,
10 equal size doors, 1 shelf
located mid-height of cabinet
for length of cabinet

45**N.I.C.** 1 FLAT TOP TABLE, BULLET FEET 762 762 914 Stainless steel Specification: MIL-T-2256 Type III, Size 5, Class 2, Grade A, Style 1, Install Item #43

Note #1: Gas shut-off shall be integral with hood fire extinguisher system and fire alarm.

Note #2: Provide an enlarged door from exterior to kitchen 1219 mm x 2184 mm [4'

2.6.5.27 Large Multi-Purpose Rm. #2: Storage cabinets as shown on the Drawings. Basketball backboard, rim, and net (see para. 2.6.25). Basketball rim height to be at 2438 mm [8']. Court lines shall be painted with 102 mm wide paint compatible with floor finish. Lines shall be in configuration as shown on the Floor Plan.

2.6.5.28 Girls' Toilet Rm.:

- 2.6.5.28.1 This room is to be used for both children and visitors. The handicapped toilet stall and the lavatories and counter and accessories shall be designed per ADA and UFAS dimensions. The other toilet stalls shall be designed for 6 to 12 year olds (water closet seat height at approximately +305 mm (12").
- 2.6.5.28.2 In the room: provide two semi-recessed, wall mounted, stainless steel, combination paper towel dispenser and disposal. Dispenser/ receptacle shall have a capacity of 400 sheets of C-fold, single-fold, or quarter-fold paper towels. Waste receptacle shall be designed to be locked in unit and removable for service. Locking mechanism shall be tumbler key lock. Waste receptacle shall have a capacity of 45.4 liters (12 gallons). Unit shall be fabricated of not less than 0.8 mm (0.030 inch) stainless steel welded construction with all exposed surfaces having a satin finish. Waste receptacle that accepts reusable liner standard for unit manufacturer shall be provided. Provide one soap dispenser for each lavatory. Soap dispenser shall be top loading, liquid type consisting of a vertical Type 304 stainless steel tank with holding capacity of .94 L (32 fluid ounces) with a corrosion-resistant all-purpose valve that dispenses liquid soaps. Provide wall mounted nonbreakable mirror over lavatories.
- 2.6.5.28.3 In each toilet stall: Provide one stainless steel toilet tissue dispenser, and one toilet seat cover dispenser with a capacity of 200 seat covers. Toilet tissue dispenser shall have two rolls of tissue stacked vertically that shall be roller mounted on two support brackets. Brackets shall be stainless steel. Provide sanitary napkin and tampon disposer. Provide grab bar side and back of water closet per ADA and UFAS requirements in handicapped toilet stall.
- 2.6.5.29 Boys' Toilet Rm.: Same as Girls' Toilet Room except no sanitary napkin dispensers and one urinal shall be per ADA and UFAS requirements while others shall be mounted with rim height at +559 mm (1'-10"). Urinals shall be waterless.
- 2.6.5.30 Janitor Room: Shall have a minimum of 4,800 linear mm (15.75 linear feet) of adjustable, wall mounted shelving and a floor mounted mop sink with mop rack and broom holder. Shall have an adjustable, stacked, wall mounted shelving and a wall mounted mop sink with mop rack.

2.6.6 Fire Safety

2.6.6.1 The Facility shall be constructed in accordance with Military Handbook 1008C, which references: a) applicable portions of the Uniform Building Code for the following: type of construction, fire resistance requirements, allowable floor area, building height limitations, and building separation distance requirements; and b) building construction related to egress and safety to life shall comply with NFPA 101. Type of occupancy shall be in accordance with UBC and NFPA. Fire Resistant plywood is not permitted as a roof sheathing material. Finishes shall be Class A or B except that smoke spread rating cannot exceed 100 for Class B.

2.6.28 Landings

All exterior doors shall have exterior concrete landings at same level as interior floor finish, with maximum slope away from the building of 2%(1/4 inch per foot). Landings shall be no less than 1524 mm deep x 1828 mm long (5' x 6'), with minimum 610 mm (2 feet) clear on the latch side of the door. Landings shall be ramped down to meet finish grade per ADA and UFAS.

2.6.29 Tubular Skylights (see Options)

Provide tubular skylights in the following rooms:

- 1 each in ceilings of Boys and Girls Toilet Rooms
- 2 in Reception Area (1 each at southwest and southeast corners of high ceiling)
- 8 in corridor ceiling (equally spaced, approximately 6096 mm (20 feet) on center)

Skylights to be similar to 533 mm (21 inch) diameter SolaMaster by Solatube, with 610 mm x 610 mm (2'x2') transition box and diffuser panel at ceiling and roof tile kit in conjunction with standard pitched metal flashing for the tile profile provided on the roof. Maximum installation length from roof to ceiling shall be 6096 mm (20'). Dome at roof to be UV and impact resistant and low profile. See paragraph 2.6.5.3 for special requirements for fire-rating the corridor walls and ceilings. If one-hour fire-rated corridor and reception area walls are not extended to the roof, provide one-hour fire-rated shafts around the tubes from ceilings to roof or provide some other approved means to maintain the one-hour fire-rated corridor and reception area walls and ceilings.

2.7 Color, Finishes and Materials

2.7.1 Exterior Colors, Finishes and Materials

Exterior Finishes: Reference to Color, Finish Schedule for exterior colors shall be as contained below. Three sets of color boards for exterior materials shall be submitted at the time of the 90% design submittal. Materials and finishes shall meet criteria listed in Section 001010 General Project Description and General Design Requirements unless otherwise noted.

2.7.1.1 Roof

The roof shall be clay or light weight concrete tile that looks like clay tile.

2.7.1.2 Fascia and Miscellaneous Exterior Features

The fascia and downspouts shall match the door and door frame color. Miscellaneous metals such as gutter, etc, shall be factory-finished to match door and door frame color

2.7.1.3 Concrete Masonry Walls

Concrete walls shall be slump block, nominal size 200 mm x 100 mm x 400 mm (8"x4"x16").

2.7.1.3.1 Exterior windows sills shall have 102 mm high concrete masonry coping sill.

2.7.1.4 Doors and Windows

- 2.7.1.4.1 Exterior steel doors and door frames, shall be factory-applied finish to match
 Fed Spec 595B #30099 Dakota Brown and be approved by the Contracting Officer.
- **2.7.1.4.2** Exterior window, shall be factory-applied anodized bronze and be approved by the Contracting Officer.

2.7.2 Interior Finishes

- 2.7.2.1 Interior Finishes: Materials and finishes shall meet criteria listed in Section 001010 General Project Description and General Design Requirements unless otherwise noted.
- 2.7.2.2 Interior finishes and materials shall be specified with durability,

outlet jack. Modular jacks shall be unkeyed. Each WAO box shall be of size 4 11/16" square X 2 5/8" deep, with 2 gang plaster ring if required. Provide each WAO box with two gang faceplate and the following Category 5e modular 8-pin, 8-position RJ-45 jacks: one Voice RJ-45 on top and one Data RJ-45 jack mounted on the bottom. Provide latex impact resistant faceplates painted light ivory in color. Faceplates shall have a built-in cover for label inserts, with the manufacturer's approved labels to label each jack as to its function and shall include a unique number to identify the cable link. Wall area outlets shall be spaced at 2.44 to 3 meters [8 to 10 feet], maximum, on centers along walls of facility designated usable administrative/office space, and mounted at 381 mm [15 inches] above finished floor. In the mechanical and telecommunications room, provide a telephone wall outlet with faceplate lugs, at 1370 mm [54 inches] above finished floor, for emergency use.

The computer room (Module 1) shall be provided with wall outlets for a minimum of 10 computers as follows: 1) 4 11/16" square X 2 5/8" deep box, with single gang plaster ring. 2) blank single-gang plates with category 5e modular 8-pin, 8-position RJ-45 jacks. 3) 19mm [3/4 inch] empty conduits from outlet boxes to cable tray with 4-pair UTP category 5e cables. 4) outlets shall be spaced at 2.44 to 3 meters [8 to 10 feet] maximum, on centers, adjacent to receptacles, along walls and mounted 450 mm [18 inches] above finished floor.

2.11.7 Patch Panels

Patch panels shall be Category 5e (enhanced) rated, 19-inch rack mounted, with an attached wire management device. The front panel shall consist of 8-pin, 8-position RJ-45 modular jacks configured to T568A wiring configuration listed in TIA/EIA-568-A. The rear panel shall consist of color-coded, 110-type, IDC connections conforming to T568A wiring configuration. Cable guides shall be provided for the proper routing of installed cables on the rear of each patch panel; and, between each patch panel on the front. The required patch panels shall provide sufficient modular jacks to accommodate the installed wall area outlet modular jacks, plus 10 percent spares. Patch panels shall each have 48 ports, minimum. All modular jacks shall be unkeyed. Panels shall be labeled according to WAO labeling plan, provided to the Contractor by the Government communications point of contact, for all voice, data and fiber terminations.

2.11.8 Terminal Blocks

Terminal blocks shall be wall mounted wire termination units consisting of 4-pair connecting blocks, detachable legs, clear label holders with white designation labels and in 100-pair configurations. Blocks shall be type 110 which meet the requirements of Addendum No. 5 to ANSI/TIA/EIA-568-A, for Category 5e (enhanced). Blocks shall be mounted on standoffs and shall include cable management hardware. 4-pair connecting blocks shall terminate 22 or 24 gauge solid copper wire as a minimum, and shall be connected in pairs so that horizontal cable and connected 4-pair jumper cables are on separate connected terminals. Terminal blocks shall be mounted in orderly rows and columns. Adequate vertical and horizontal wire routing areas for cable guides shall be provided between groups of blocks. Industry standard wire routing cable guides shall be provided.

2.11.9 Patch Cords

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SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 1077	(1996) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 3666	(1996) Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation.

Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
 - h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall have a minimum of 5 years in CQC related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is offered quarterly by the Los Angeles District, contact the Contracting Officer for more information.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. Specialized personnel, as defined in Paragraph 3.4.3 above, must be reasonably available if not physically present. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
 - b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
 - j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
 - d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of an independent commercial laboratory that has been approved by the Resident Engineer. In addition, the laboratory shall be submitted as part of the Contractor=s Quality Control Plan and approved by the Contracting Officer. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
 - c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Contractor shall use an independent commercial laboratory that has been inspected by the AASHTO Materials Reference Laboratory (AMRL) or the Cement and Concrete Reference Laboratory (CCRL), as applicable, for the required test methods. The inspection report(s) and the written response(s) to any noted deficiencies shall be included with the Contractor Quality Control Plan and will be subject to approval by the Resident Engineer. Laboratories utilized for testing soils, concrete, asphalt, or steel shall meet the applicable requirements of ASTM D 3740, C 1077, D3666 and E 329.

3.7.2.2 Quality Assurance Check

The Government reserves the right to perform a quality assurance check of the laboratory equipment and procedures.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the QA laboratory designated by the Contracting Officer.

Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from U.S. Border Patrol user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final

acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
 - g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
 - j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 CONSTRUCTION CONTROL MANUAL

In addition to the requirements specified in the various Technical Specifications hereinafter, test procedures and minimum number of tests will be performed in accordance with SPK PAM 415-1-2, "Construction Control Manual". Neither the specified minimum number of tests nor the lack of them shall in any way limit or relieve the Contractor of his responsibility to perform adequate tests to assure compliance with the quality requirements of these specifications. The referenced standards listed in this Construction Control Manual shall be of the latest issue unless otherwise specified.

The "Construction Control Manual" may be examined in the following office locations, and will be furnished to the Contractor:

Corps of Engineers
Los Angeles District
Construction Management Section
911 Wilshire Blvd.
Los Angeles, California

Corps of Engineers Arizona/Nevada Area Office 3636 N. Central Ave., Suite 760 Phoenix, Arizona

-- End of Section --

(Sample of typical Contractor's Test Report)

TEST REPORT

CONTRACT NO.

DESCRIPTION	OF	TTEM.	SYSTEM	OR	PART	OF	SYSTEM	TESTED:

DESCRIPTION OF TEST:

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME

TITLE

SIGNATURE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR DATE

REMARKS:

(Sample of Typical DAILY CONSTRUCTION QUALITY CONTROL REPORT)

CONTRACTOR'S NAME (Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

		Date:		Report No	•	
Contract	No.:					
Name and	Location of	Project:				
WEATHER:	(Clear)	(P. Cloudy)	(Cloudy)	Temperat	ture:	
Rainfall		Inches	M	in.,	Max.,	
a b c d	actor/Subcon		Area	a of Respo	onsibility	
					ription of work ocontractors by	

in Table above.)

2. PREPARATORY INSPECTION FOR NEXT ITEM OF WORK: (Materials/shop drawings approved, required control testing arranged, all preliminary work has been accomplished as per plans and specifications.)

3. INITIAL INSPECTION: (Address quality of workmanship, assure control testing and materials being used in all work are in compliance with plans and specifications).	
4. FOLLOW-UP INSPECTIONS: (Assure control testing performed as required and all work performed continues to be in compliance with plans and specifications).	
5. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)	
6. REMARKS: (Cover any conflicts in plans, specifications, or instructions or any delay to the job attributable to weather conditions.)	

7. RESULTS OF SAFETY INSPECTION: (Note safety violations and corrective action taken. Indicate phase of work where violations occurred.)
8. UPCOMING WORK: (Indicate next major phase of work anticipated and approximate date of Preparatory Inspection meeting to cover this work.)
EQUIPMENT DATA: (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used.)
CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period area in compliance with the contract plans and specifications except as noted above.
_ Contractor's Approved/Authorized Representative

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE (PART-I)

Contract No.:	Date:		
Title and No. of Technical Section:			
Reference Contract Drawings:			
A. PLANNED ATTENDANTS: NAME 1. 2. 3. 4.	POSITION	COMP.	ANY
B. SUBMITTALS REQUIRED TO BEGIN WOR a. b. c. d.		NO.	ACTION CODE
I HEREBY DECLARE THAT THE ABOVE REQUARE CERTIFIED TO BE THE SAME AS THOS			THE JOBSITE
QUALITY CONTROL REPRESENTATIVE			
C. EQUIPMENT TO BE USED IN EXECUTINGa.b.c.	NG WORK:		
D. WORK AREAS EXAMINED TO ASCERTAIN COMPLETED:	N THAT ALL PRELIM	INARY WORK	HAS BEEN
E. METHODS AND PROCEDURES FOR PERFORMENTS:	ORMING QUALITY CO	NTROL - INC	LUDING SPECIFIC

F. COMPLIANCE WITH AND UPGRADING OF THE SAFETY PLAN AND ACTIVITY HAZARD ANALYSIS INCLUDING REVIEW OF THE ACTIVITY ANALYSIS WITH EACH WORKER:

THE ABOVE METHODS AND PROCEDURES OUTLINED ARE CERTIFIED TO COMPLY WITH THE CONTRACT REQUIREMENTS AND WILL BE PERFORMED AS PLANNED AND SPECIFIED.

QUALITY CONTROL REPRESENTATIVE

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE (PART - II)

Α.	PERSONS	IN ATTENDA NAME	ANCE:	<u>P</u> (OSITION		COMPANY	
1 2 3 4 5 6	• • •							
dur	LINE AND	CONTRACT F	REQUIREMENTS	: (Conf	ontract erence a	items not	EW OF PREPARATO specifically o d to be in str	covered
1								
2	•							
3								
4								
5	•							
6								
7								
8								
THE	ITEMS N	OTED ABOVE	CONSTITUTE	A MEM	ORANDUM	OF MUTUAL	UNDERSTANDING	AND WILL

BE PERFORMED AS PLANNED AND SPECIFIED.

CONTRACTOR'S APPROVED/AUTHORIZED REPRESENTATIVE

(Sample of Typical Form)

INITIAL PHASE CHECK LIST

Contract No.:	Date:					
Specification Paragraph or Section:						
Description and Location of Work Inspected:						
REFERENCE CONTRACT DRAWINGS:						
A. PERSONNEL PRESENT: NAME	POSITION	COMPANY				
1. 2. 3. 4.						
B. MATERIALS BEING USED ARE IN STE SPECIFICATIONS: YES IF NOT, EXPLAIN:	RICT COMPLIANCE WITH THE NO	CONTRACT PLANS AND				
C. PROCEDURES AND/OR WORK METHODS CONTRACT SPECIFICATIONS: YES_ IF NOT, EXPLAIN:	WITNESSED ARE IN STRICT NO	COMPLIANCE WITH THE				
D. WORKMANSHIP IS ACCEPTABLE: STATE AREAS WHERE IMPROVEMENT IS	YESNO					
E. SAFETY VIOLATIONS NOTED: YE IF YES, CORRECTIVE ACTION TAKEN:	ESNO					

QUALITY CONTROL REPRESENTATIVE

INDEX

SECTION 01505

GENERAL REQUIREMENTS

PARAGRAPH

PART	1	GENERAL
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- 1.1 SCRAP MATERIAL
- 1.2 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE
- 1.3 PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY
- 1.4 TEMPORARY ELECTRIC WIRING
- 1.5 UTILITIES NOT SHOWN
- 1.6 GENERAL SAFETY REQUIREMENTS
- 1.7 PLANNED UTILITY OUTAGES AND STREET CLOSURES
- 1.8 NOT APPLICABLE
- 1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.10 SOIL DENSITY TEST (USING METERS CONTAINING RADIOACTIVE MATERIALS)
- 1.11 SUPERVISION BY THE CONTRACTOR
- 1.12 WASTE MATERIAL
- 1.13 TEMPORARY TELEPHONE SERVICE
- 1.14 SEWAGE DISPOSAL FOR TEMPORARY FACILITIES
- 1.15 INTERRUPTION OF EXISTING UTILITIES SERVICES
- 1.16 REQUIREMENTS CONCERNING EXISTING UNDERGROUND UTILITIES
- 1.17 PERMITS AND UTILITY OUTAGES
- 1.18 PUBLIC UTILITY COMPANIES
- 1.19 UTILITY OUTAGES AND ROAD CUTTING
- 1.20 CONTRACTOR SAFETY REQUIREMENTS

1.21 PERFORMANCE PERIOD

- PART 2 PRODUCTS (NOT APPLICABLE)
- PART 3 EXECUTION (NOT APPLICABLE)

- 1.18 PUBLIC UTILITY COMPANIES: Arizona Blue Stake Laws govern digging clearance requirements for all public utilities such as US West, Southwest Gas, Sulphur Springs Valley Electric, or Tucson Electric Power. If there are public utilities in the area, the words "Blue Staking Required" will be written on the form. The Government will provide the point of contact for Blue Staking and contractor requirements, responsibilities and liabilities with the originally approved request.
- 1.19 UTILITY OUTAGES AND ROAD CUTTING: The Contractor shall provide a written request for utility outages or road cutting to the Construction Inspection Branch ten working days in advance for approval. All outages and road cutting shall be programmed to occur at the convenience of the Government.
- 1.19.1 It shall be the responsibility of the Contractor to obtain all permits/licenses for this project, to include notification to the Arizona Department of Environmental Quality of any start date or schedule changes for any hazardous materials, at no additional cost to the Government.

1.20 CONTRACTOR SAFETY PERSONNEL REQUIREMENTS (1985 JAN HQ USACE)

(A) On-site, safety coverage by contractors shall be required for the life of the contract.

(B) The Prime Contractor's Superintendent

The Prime Contractor's Superintendent shall be the Safety Officer and shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis, tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

1.21 PERFORMANCE PERIOD

The Contractor shall complete the entire work ready for use not later than the number of calendar days after the date of receipt of Notice to Proceed as set out in the Completion Schedule below (calendar days are not to be added together):

NOTE: Schedule stated below is for planning purposes only. Periods of service stated and listed calendar days after NTP for each submittal or government review are for planning purposes only and may be altered during the course of the contract but all construction must be completed within 365 calendar days in accordance with FAR clause 52.211-10 in Section 00700.

Completion Schedule:

Calendar Days After Date of Receipt of Notice To Proceed

Description

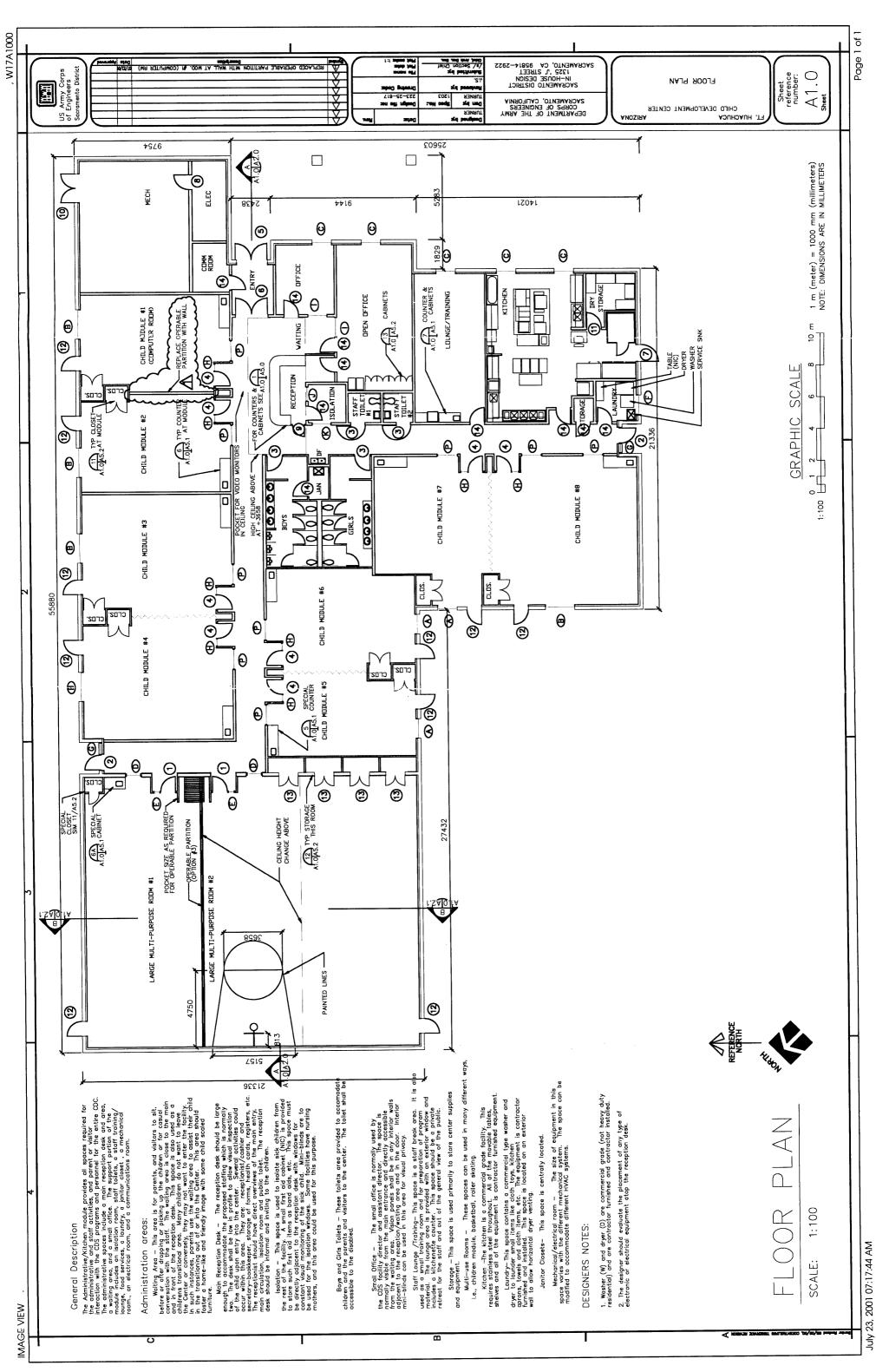
(1) Submit 60% Design Submittal
for Child Development Center
Bldg and for Site/Utility/
Geotechnical Investigation. (Bring
Documents to the Over-the-Shoulder
Review Meeting at FT Huachuca)

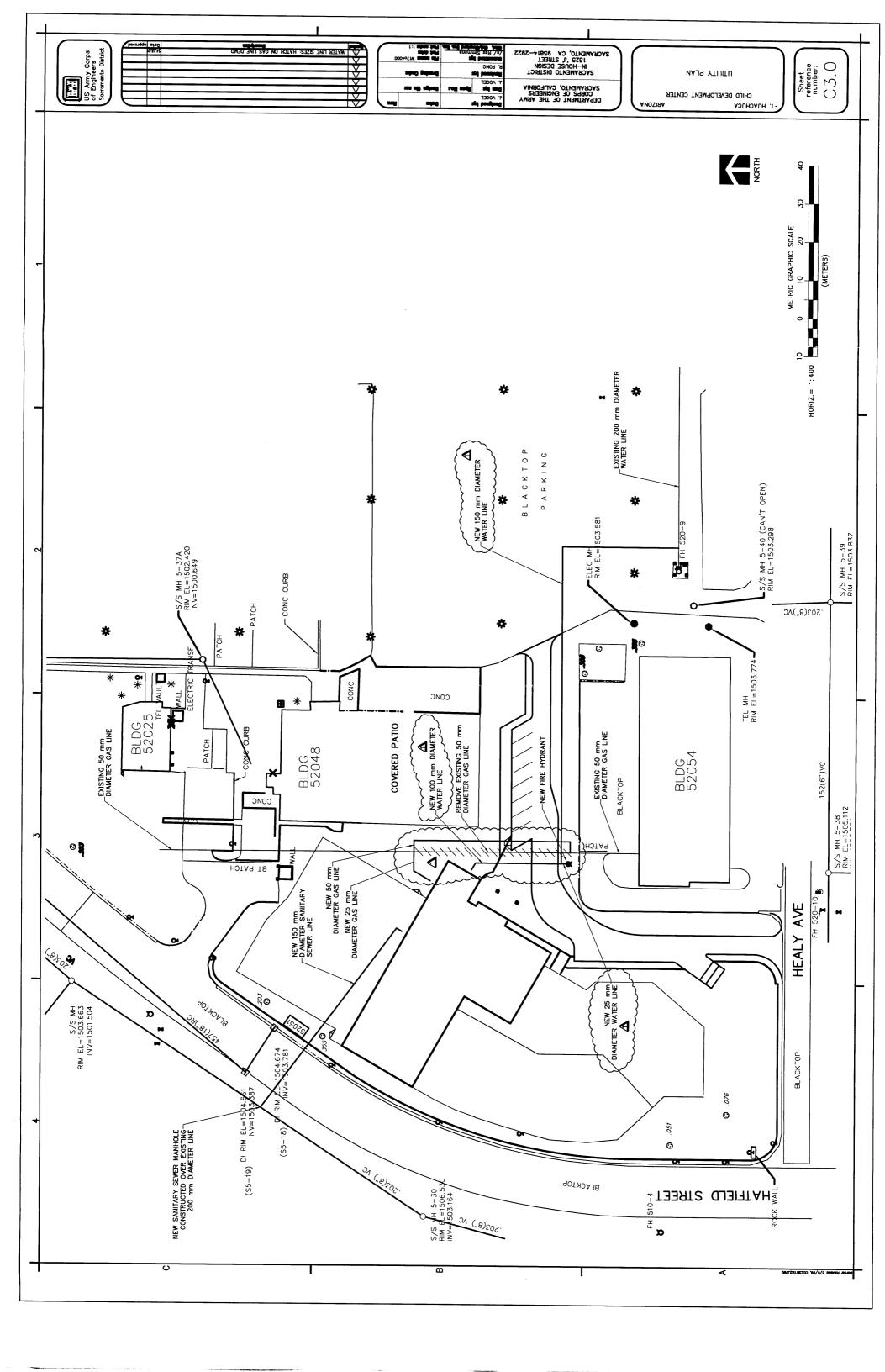
(2)	Compliance check by Government of 60% Design Submittal for Child Development Center Bldg and for Site/Utility/Geotechnical Investigation. (05 Days)	50
(3)	Submit 90% Design Submittal for Child Development Center Bldg and for Site/Utility/ Geotechnical Investigation. (15 Days)	65
(4)	Compliance check by Government of 90% Design Submittal for Child Development Center Bldg and for Site/Utility/Geotechnical Investigation. (10 Days)	75
(5)	90% Design Submittal Government Comment Review Conference at FT Huachuca. (02 Days)	77
(6)	Submit 100% Corrected Design Submittal for Child Development Center Bldg and for Site/Utility/ Geotechnical Investigation. (13 Days) [NOTE: Delay in completion of design will not be considered a valid reason to delay completion of entire work.]	90
(7)	Compliance check by Government of 100% Corrected Design Submittal for Child Development Center Bldg and for Site/Utility/Geotechnical Investigation. (05 Days)	95
(8)	Construction of Child Development Center Building and Site, Complete. (270 Days)	365

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --





ATTACHMENT TO AMENDMENT NO. 0001

DACA05-01-R-0015

NOTE:

THE FOLLOWING PAGES ARE FOR INFORMATION ONLY, RESULTING FROM THE SITE VISIT/PRE-PROPOSAL CONFERENCE. THESE PAGES DO NOT CHANGE THE TERMS OR CONDITIONS OF THE SOLICITATION IN ANY WAY.

CONFERENCE MINUTES

PROJECT: CHILD DEVELOPMENT CENTER

INSTALLATION: FT HUACHUCA

CONFERENCE TYPE: PRE-PROPOSAL

DATE HELD: 10 JULY 2001

The meeting started with an introduction by all attending. Larry Flatau the installation PM, Rick Vredenburg, the contract specialist, were not present. Tom Runyon Corps PM, Mike Brown Construction Inspector for SPL and Dan Nucci is the PM on Ft Huachuca for the project. The list of attendees is attached.

Rick Vredenburg's e-mail is stated incorrectly in the RFP, however: Mike Shupp's is stated correctly. Rick's correct e-mail is rvredenburg@spk.usace.army.mil

It was emphasized that nothing stated in the meeting will change the terms and conditions of the solicitation. The solicitation can only be changed by amendment.

Future items in upcoming amendment include:

Option for "Solatube" type skylighting, Child Module #1set-up for potential computer room and loose equipment will be designated as not in contract.

Any other questions not stated in the meeting should be e-mailed to Rick Vredenburg.

The purpose of the meeting was stated as to discuss and clarify the contractual aspects of the solicitation with emphasis on the submission of the proposal and the evaluation process.

There will not be a public bid opening but offers are due by 3:00 PM on Aug 2 2001 unless extended. Late offers will be rejected in accordance with FAR 52.215-1.

Information will receive will pertain to the contractor's proposal. The names of firms which submitted offers or the number of offers received will not be released.

It was stated that the goal is to make award based on initial offers so the contractor should provide their best price initially because they may not get another chance to revise it under a best and final scenario.

The solicitation requires a 90-day acceptance period and the target award date is 14 September 2001.

All contractors are required to be registered in the Central Contractor Registration. An award cannot be made to a firm that is not registered.

It was emphasized that this is an unrestricted procurement as stated in block 6 of DD form 1707 and that all firms regardless of business size are eligible to compete for award.

Form 1442 was discussed. It is a three-part form used for soliciting offers, submitting offers and making award. The form provides time and date that proposals are due.

It states that a bid guarantee of 20% of the bid amount or \$3 million which ever is less is required with proposal and that performance and payment bonds of 100% of the contract award amount is required and are due within 10 days of award.

No amendments have been issued but an amendment for Solatube skylighting, a computer room in one of the childcare modules, the kitchen equipment identified as not in contract and the missing attachments will be issued.

The form must be completed and all amendments must be acknowledged and the form must be signed.

All contractor's need to re-register because the contract is no longer web based but now CD based. If they do re-register they will not be on address for amendments.

Contractor asked question re: how they will know an amendment is forthcoming. Answer is that they will not be contacted directly but can check the web site.

Question was asked re: what form for bid bond. The correct form is listed on page 12 of 156 under FAR clause 52.228-4507.

Prices must be submitted for all items as indicated on pricing schedule. It was emphasized that arithmetic errors are common and not to round of extended totals.

The contract clause for time to exercise bid options after award needs to be added, however; any options exercised will be at time of award.

Each section was discussed individually for clarifications and to entertain any questions.

Clause for time to exercise options needs to be added but it was emphasized that any decisions on exercising of options will be made at time of award.

Section 0100 provides detailed instructions for offer submission. It specifies that <u>FAX</u> offers will not be accepted. The provision at FAR 52.215-1, summarizes the rules and the process we will use and be read very carefully. It is stated that this is a best value procurement, and that you need to submit your best offer up front, as you may not get another chance and that a proposal can be rejected if the pricing is unbalanced.

Section 00110 explains the submission requirements and instructions. It states that the technical and pricing proposal to be submitted separately. The documents required are one original for the pricing proposal and one original and 8 copies for the technical proposal.

Section 00120 indicates how each factor will be evaluated. The evaluation factors are also identified in this section. In responding to these evaluation factors, the contractor should not presume that the Government has any prior knowledge of their firm.

With the exception of past performance, the evaluation is based strictly on the information presented in the technical proposal. It was emphasized that the contractor address each of the factors thoroughly and completely and present their company's best capabilities in terms of their ability to do the work on this project by concisely addressing each of the evaluation factors.

There are five main factors that each contractor will be evaluated on. Experience in relation to scope of project, past performance on past work, Management approach, Design approach and socio economic considerations.

Re: design approach: most of design elements have been dictated to offerors so if RFP is followed the offeror will receive a satisfactory rating for this factor. However, a proposal of higher quality materials and /or additional features of sustainability will be evaluated more favorably by the government.

Re: socio-economic considerations pertains to use of small business on this project. Section 0110 should be followed for directions on submission of information in regard to subfactor 5(b) for SDB participation.

The proposal needs to be structured in the same order as the evaluation factors and sub-factors, using the formats as specified. This will aid the evaluators in reviewing the proposal, and will benefit the contractor.

The price and technical evaluation of the proposal will be done separately. This prevents the technical evaluators from being influenced by any pricing considerations. After the conclusion of these two separate evaluations, the Contracting Officer will determine whether or not award can be made on the basis of initial offers. If this can't be done, the Contracting Officer will determine the competitive range for the project. The competitive range will consist of the most highly rated proposals. When necessary, the competitive range can be further reduced for purposes of efficiency. All firms still in the competitive range at the conclusion of discussions will be given the opportunity to submit a final proposal revision.

Paragraph 3 on page 00120-2 is also very important, as it gives the relative weighting of technical and price considerations. In this solicitation, technical and price are approximately equally weighted. The Contracting Officer will select for award the proposal which offers the best value to the Government, which might not be either the lowest priced offer or the offer with the highest technical rating. The decision will involve a comparison of the strengths, weaknesses, and risks in each proposal along with the prices offered. The award will be made to the Offeror that provides the best combination, in the judgment of the Contracting Officer.

Very specific information in specified formats is required in order to "fast track" or streamline the evaluation. There are <u>page limitations</u> for some items and compliance is required or the proposal <u>will be considered unacceptable</u>. <u>Omitted information</u>

could cause your proposal to be considered unacceptable, and therefore ineligible for award. This could have a major impact on the evaluation of the proposal if critical information is omitted.

Section 00600 discusses the representations and certifications that must be completed by each offeror. This section must be completed in its entirety and submitted with your pricing proposal. Please be very sure to correctly indicate the proper size status for your company. For this acquisition, the HUBZone price evaluation preference WILL apply [see Section 00600, page 29]. The SDB Price Evaluation Adjustment will NOT apply to this procurement as it is currently suspended for DoD.

Section 00700 contains the contract clauses required by law and regulation. They are provided by reference in the solicitation, but will be provided in full text at time of award. Performance and payment bonds equal to 100% of the contract price will be required. Progress payments will be made monthly or more frequently based on percentage of work satisfactorily completed. Note that the due date for invoice payments is 14 days after receipt of the payment request by the designated billing office [see 00700; page 92]. Section 700, page 49, gives the contract performance period of 365 days within calendar days of receipt of NTP. Section 700, page 105, states the requirement for the contractor to perform 20% of the work with its own forces, the provision for the assessment of liquidated damages in the amount of \$659.00/day is in Section 700, pg. 49. The requirement for payment by electronic funds transfer (EFT) Section 700, page 100,

Section 00800 includes the special clauses that pertain to the contract. Minimum insurance requirements is discussed on page 147; The normal work hours applicable to the project are in Section 800, page 144.

The clauses for the availability of utilities (Electricity and water) Section 800, page 148 conflicts. The correct interpretation is that the contractor will have to pay for their own utilities. This will be included in the amendment.

Attachments include the applicable wage decision, EFT forms, pre-award survey forms, and the required format for the subcontracting plan. The pre-award survey and the subcontracting plan often causes confusion, because there may be some overlap with the information required in the technical proposal. Include the appropriate information in both places exactly as specified in the RFP. They are evaluated separately.

Note: The forthcoming amendment will clarify that the pre-award survey and the subcontracting plan are to be submitted with the price proposal, not later as the RFP currently states.

The contractors asked the following questions:

Will evaluation for large multi-segmented business be based on the whole business or the local office doing the work? Answer: The proposal information has to be based local office proposing on the work.

Will evaluation of experience be weighted on corporate experience or personnel experience. Answer the

Can the construction start prior to design approval to fast track? Answer: Yes with approval of contracting officer.

Is there separate NTP for construction? Answer No. There is just the NTP for the Design-Build Contract itself.

Any known shutdowns at installation for military exercises? No.

Can contractor work 7 days per week? Answer: No. Contractor can work 5 days per week.

On subcontracting plan do sub-contractors have to be listed by name? Subs have to be listed by name as best as possible.

Who pays for utilities used by contractor? Answer: Contractor has to provide meters and will be billed for utilities.

How will payment be made? Answer: By EFT.

- 1. The <u>HUBZone Price Evaluation Preference</u> applies to this solicitation. What this means is that if a HUBZone SBC submits an offer as a prime, the prices proposed by the large business will be increased by 10% for evaluation purposes. This adjusted price will be used when doing the best value "trade off" comparison of technical vs. pricing considerations between a HUBZone business and a large business. (Note: The Price Evaluation Adjustment for Small Disadvantaged Businesses will not be applied, as it is currently suspended for DoD.)
- 2. All large businesses will be required to submit a <u>subcontracting plan</u> with the price proposal that must be approved prior to contract award. In order for the plan to be acceptable, it must meet the following goals, unless a lesser goal is justified: Small Business: 61.4%; Small Disadvantaged Business, 9.1%; and Women Owned Small Business, 5%. These percentages apply to the total amount of work that will be subcontracted, not to the total amount of the contract. <u>All SDB subcontracting counts towards the SDB subcontracting plan goal</u>. Sacramento District does not currently have subcontracting goals for either HUBZone Small Business Concerns or Veteran-owned Small Business Concerns; however, large businesses are still required to address their proposed subcontracting to HUBZone and Veteran-owned small businesses in the subcontracting plan.
- 3. The solicitation includes a <u>Technical Evaluation Factor addressing Small Business</u> <u>Utilization</u> as part of the Technical proposal. There are two subfactors under this Factor.
- a. The first subfactor is "Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions (SBC/HBCU/MI)." This is a required evaluation subfactor which must be addressed by all offerors, regardless of their status. The "Historically Black Colleges and Universities/Minority Institutions" aspect of the subfactor generally only applies when there is work in the solicitation that would be appropriate for an educational institution. If that is not the case for this project, your emphasis will be on the small business utilization aspect of this subfactor. There is no need to add a "HBCU/MI" to your team if there is no appropriate work. However, if you do not intend to propose the use of an HBCU/MI because there is no appropriate work, so state as part of your response to this subfactor.

b. The second subfactor, "Small Disadvantaged Business Participation under the Authorized SIC/NAICS Codes and Regions*" is also a mandatory evaluation subfactor that must be addressed by all offerors. However, its application is more complicated. Due to a Supreme Court decision (see summary attached), this evaluation subfactor pertains only to the proposed use of SDB concerns that fall under an authorized SIC/NAICS code and region. The list of authorized SIC/NAICS codes and regions is attached. So, for example, if you will be using a SDB construction subcontractor from an authorized region, you will be eligible for credit under this evaluation factor. There may be other non-construction SIC/NAICS codes where you would also be entitled to credit.

Do not include in your response to this subfactor your proposed use of any SDB concerns that do not fall under an authorized SIC/NAICS code and region. No evaluation credit will be given for such firms.

If you do not intend to utilize small disadvantaged business subcontractors in an authorized SIC/NAICES code and region, then you must respond to this subfactor with a justification for not utilizing any SDB subcontractors in the authorized SIC/NAICS codes and regions. As long as an adequate justification is provided, the Offeror will not be disqualified from consideration for contract award based solely on the lack of proposed SDB participation under this subfactor.

- c. If you will be proposing the use of SDB subcontractors in the authorized SIC codes and regions in your response to this subfactor, you must also propose targets in accordance with the provision at FAR 52.219-24, "Small Disadvantaged Business Participation Program—Targets", which has been included in the solicitation. <u>Include the proposed targets as part of your response to this technical evaluation subfactor.</u>
 (Note: The proposed targets will be incorporated into the contract and are subject to post-award reporting requirements in accordance with the clause at FAR 52.219-25, "Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting", which has been included in the solicitation.)
- d. You are reminded that all offerors, regardless of business size, must respond to both of these technical evaluation subfactors, in the same level of detail. Small businesses will not get "automatic credit" based on their small business status. Large businesses may not submit their Subcontracting Plan in lieu of providing the required narrative responses.
- e. If you do not understand either of these two subfactors, please call the contract specialist assigned to this project for clarification prior to preparing and submitting your offer. If you do not respond properly and fail to provide the required information, your proposal could be determined to be unacceptable and therefore ineligible for contract award.

*Important Note: There are no geographical restrictions for the non-construction SIC/NAICS codes on the list. For construction only, the applicability of the authorized SIC/NAICS code is limited by region.

Industries Eligible for the SDB Participation Program <u>Dept of Commerce Update On Sept 29, 2000</u>

SIC	Description of SIC Major Group		SIC	Description of SIC Major Group
10	Metal mining	48		Communications
12	Coal mining		49	Electric, gas, and sanitary services
13	Oil and gas extraction		50	Wholesale trade-durable goods
14	Extraction of non-metallic minerals, except fuels		51	Wholesale trade-nondurable goods
15	Building construction – General Contractors (Limited to firms in East North Central, East South Central, Middle Atlantic and West South Central Regions comprising the following states: Alabama, Arkansas, Illinois, Indiana, Kentucky, Louisiana, Michigan, Mississippi, New Jersey, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin)		52	Building materials, hardware, garden supply, and mobile home dealers
16	Heavy Construction, other than Buildings (Limited to firms in East South Central and West South Central Regions comprising the following states: Alabama, Arkansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas)		53	General merchandise stores
17	Construction, Special Trade Contractors (Limited to firms in New England and West North Central Regions comprising the following states: Connecticut, Iowa, Kansas, Massachusetts, Maine, Minnesota, Missouri, Nebraska, New Hampshire, North Dakota, Rhode Island, South Dakota, Vermont)		54	Food stores
22	Textile mill products		55	Automotive dealers and gasoline service stations

23	Apparel and other finished products made from fabrics	56	Apparel and accessories stores
24	Lumber and wood products, except furniture	57	Home furniture, furnishings, and equipment stores
25	Furniture and fixtures	58	Eating and drinking places
26	Paper and allied products	59	Miscellaneous retail
27	Printing, publishing, and allied industries	60	Depository institutions
28	Chemicals and allied products	61	Nondepository adjustment institutions
29	Petroleum refining and related industries	62	Security and commodity brokers, dealers, exchanges, and services
30	Rubber and miscellaneous plastics products	63	Insurance carriers
31	Leather and leather products	64	Insurance agents, brokers, and services
34	Fabricated metal products	65	Real estate
36	Electronic and other electrical equipment and components, except computers	67	Holding and other investment offices
37	Transportation equipment	70	Hotels, rooming houses, camps, and other lodging places
38	Measuring, analyzing, and controlling instruments; photographic, medical and optical goods; watches and clocks	73	Business services
39	Miscellaneous manufacturing industries	75	Automotive repair, services, and parking
41	Local and suburban transit and enter urban highway passenger transportation	76	Miscellaneous repair services

42	Motor freight transportation and warehousing	80	Health services
44	Water transportation	82	Educational services
46	Pipelines, except natural gas	87	Engineering, accounting, research, management, and related services
47	Transportation services	89	Miscellaneous services

The Supreme Court's Adarand Decision

1. Adarand Lawsuit - Background:

- In 1989 a Department of Transportation (DOT) highway project in Colorado is awarded to a company by the name of Mountain Gravel and Construction Company. Mountain Gravel solicits bids for a subcontract for guardrails. The lowest bid is submitted by a company called Adarand Constructors, Inc.
- Although Adarand's bid is the lowest, Mountain Gravel decides to award the subcontract to a minority firm (Gonzales Construction) with a higher bid in order to qualify for a bonus in its contract for using minority firms as subcontractors.
- Adarand files a lawsuit against DOT, arguing that the bonus, or subcontracting incentive clause, that caused it to lose a subcontract, was unconstitutional.
- Lower courts rule in favor of DOT.
- Adarand takes its case to the Supreme Count. In Jaunary 1995 Adarand's lawyers
 argue their case before the Supreme Court. The case is docketed as Adarand
 Constructors, Inv. V. Federico Pena, Secretary of Transportation, et. al., and
 becomes know as "Adarand".
- In June 1995 the Supreme Court remands the case to the lower court for application of "Strict Scrutiny."
 - o "Strict Scrutiny": There is a compelling government interest (as demonstrated by past discrimination); and
 - o The remedy is narrowly tailored to achieve that interest.
- In June 1997 the U.S. District Court, Colorado, finds the subcontracting compensation clause as used by the DOT on Federal contracts in the state of Colorado unconstitutional.

2. Adarand Analysis:

- Question: Are the use of racial classifications in Federal affirmative action programs constitutional?
 - o Answer: Only if they meet the test of strict scrutiny.

- Concept of Strict Scrutiny applies to Federal programs as well as to those of state and local programs.
- Detailed statistical disparity studies are required to justify the continued use of race-based preferences.

3. Department of Justice Proposal

- In 1995, President Clinton orders the Department of Justice to begin a review of all Federal affirmative action programs.
- In May 1996, Justice publishes a comprehensive proposal for reform of affirmative action in Federal procurement.
 - Strict Scrutiny requires that the Government (the Department of Commerce) develop "benchmark limitations" for each industry.
 - o For this purpose, industries should be defined by two-digit SIC codes.
 - Each benchmark limitation will represent the level of minority contracting one would reasonably expect to find in a market absent discrimination or its effects.
 - o Benchmarks should be adjusted every five years. Then, each year, the Department of Commerce will determine in which industries minority contracting continues to fall below the benchmarks and, after consultation with SBA, advise OFPP.
 - o OFPP will then announce in which two-digit SIC codes preferences will be allowed and how large (up to 10%) they may be.
 - When the Department of Commerce concludes that the use of raceconscious measures is no longer justified in a particular industry, the use of bidding credit and evaluation credits should cease.

4. FAR Implementation of SDB Procurement Mechanisms

- Effective October 1, 1998:
 - o Price evaluation adjustment (PEA) for SDB's bidding as primes
 - Note: CURRENTLY <u>NOT</u> AUTHORIZED FOR USE BY DOD

• Effective January 1, 1999:

- o Evaluation factor available to Offerors for SDB participation
- o Monetary subcontracting incentives <u>may</u> be available to contractors upon contract completion for use of SDBs (i.e., only applies <u>if included in the contract</u>).

5. Evaluation Factor for SDB Participation

- Applies to competitive, negotiated acquisitions over \$500,000 or \$1,000,000 in construction. (See exceptions below.)
- Allows credit for subcontracts only in the two digit SIC codes authorized by the U.S. Department of Commerce.
- Permits credit for SDBs regardless of whether they are joint venture partners, teaming partners, or subcontracts.
- If the Offeror is a SDB, it would receive credit for any work in the targeted SIC codes that it does in-house and/or that it subcontracts to other SDBs.
- An SDB's winning a contract as a result of the evaluation factor is not subject to the "limitations in subcontracting" rule.
- The contracting officer <u>may</u> provide a monetary incentive up to 10% to prime contractors that exceed their SDB target in the authorized SICS (i.e., monetary incentives only apply if authorized in the contract). [Example: SDB target is \$1.0 million; the contractor achieves \$1.5 million. The excess is \$500,000. 10 percent of \$500,000 is \$50,000.]
- EXCEPTIONS: The SDB participation evaluation factor cannot be used in:
 - o Sealed bidding
 - o 8(a) acquisitions
 - o Small business set-asides
 - Negotiated acquisitions were the "lowest price, technically acceptable" source selection process is used
 - Contracts performed outside the U.S.

6. Monetary Subcontracting Incentives

- Offerors, small businesses included, submit targets for SDB participation expressed as dollars and percentages of total contract value.
- Proposals must identify the two-digit authorized SIC Code for each subcontract.

7. Points to Remember

- A large business that receives a contract as a result of the SDB participation factor is subject to two SDB goals:
 - The traditional subcontracting goal, under which subcontracts under all SIC codes count towards the goals; and
 - The SDB Participation Target Goal, under which only those subcontracts in the eligible SIC codes count towards the target.
- If the contract contains SDB participation targets, the contractor must report on SDB's participation by two digit SIC code at contract completion. Optional Form 312 may be used for this purpose, or the information may be submitted in the contractor's format.
- SF 295, Summary Subcontract Report, submitted at the end of each year must include a breakout of subcontract awards to SDBs by two digit SIC code.

8. Summary

By structuring the new procurement mechanisms to work within industry benchmarks for minority participation, the government has met the requirement for "narrow tailoring" — what had previously been missing from Federal procurement benefit programs.

HELPFUL HINTS FOR OFFERORS

BE INFORMED

- -- Read the solicitation carefully; each solicitation stands on its own.
- --Ask questions during the solicitation phase. Ensure that you understand what is required by the solicitation.

UNDERSTAND THE PROCESS

- --Note that the Government is using the "Tradeoff Method" of source selection for this procurement. This method allows the Government to award to a technically superior firm that did not necessarily propose the lowest price.
- --Note that the Government may elect not to go into discussions and go right to award. Submit your best proposal originally as you might not get a chance later to improve it.
- --Do not assume that the Government has any knowledge about your firm or its capabilities, even if you have performed prior contracts for Sacramento District. With limited exceptions, the Government can only evaluate the information in your proposal and cannot utilize or rely on other outside information.

KNOW WHAT IS IMPORTANT TO THE GOVERNMENT

- -Remember that price is ALWAYS a significant factor in Government acquisitions, even if the solicitation states that technical merit is more important than price. Price is not scored but it is evaluated and considered along with technical merit in the best value determination when the tradeoff method is used.
- --Past experience similar to the work required by the Specifications is important to the Government. The Government is interested in technical experience which qualifies a firm to do the work described in the solicitation. If your firm is lacking in experience in an area of work, consider joint ventures or other teaming arrangements.
- -Know which evaluation criteria are more important than others. The relative weights of the criteria are in the solicitation. Know the importance placed on technical merit versus price as stated in the solicitation.

FOLLOW THE INSTRUCTIONS

- --The price and technical proposals are two separate documents which are independently evaluated. Do not cross-reference information in the price proposal to the technical proposal or vice versa. All information asked for by the RFP must be provided in the technical or price proposal as required even if there appears to be duplication.
- --Prepare price proposals as stated in the solicitation. Ensure that all required forms, documents, and any supplementary price breakdowns are completed as indicated and are furnished with the price proposal.
- --Format your technical proposal factor by factor, subfactor by subfactor, as listed in the solicitation. Don't make the evaluators search for the information.
- --If there are page limits in the solicitation, stick to them. Excess information will not be evaluated

- --Do not fill the technical proposal with "fluff". The Government is not looking for marketing brochures. Respond thoroughly in the technical proposal to each factor and subfactor listed in the solicitation with substantive information relating to the factors and subfactors.
- --Respond fully to questions if the Government elects to enter into discussions with your firm. Ask for clarifications if the Government's questions are not clear.



US Army Corps of Engineers Sacramento District

1325 J Street Sacramento, CA 95814-2922

PROJECT:	FY01	Child	Development	Center
	Fort Huachuca, AZ			DATE: 10 July
2001 TYPE	OF	CONFERENCE:	Pre-Proposal	Conference

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PROJECT:	FY	01 Child	Development	Center
LOCATION:	Fort Huachuca,	AZ		DATE: <u>10 July</u>
2001 TYPE	– _{OF}	CONFERENCE:	Pre-Proposal	Conference

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